

LAND CLAIMS AND SELF-GOVERNMENT AGREEMENT

AMONG

THE TLİCHQ FIRST NATION

AS REPRESENTED BY THE DOGRIB TREATY 11 COUNCIL

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

AND

THE GOVERNMENT OF CANADA

TÂÎCHÔ AGREEMENT

**The Tâichô Agreement was initialled
on September 4, 2002
in Wha Ti, Northwest Territories, by**

**John B. Zoe, Chief Negotiator
Dogrib Treaty 11 Council**

**Gary Black, Chief Negotiator
Government of the Northwest Territories**

and

**Jean-Yves Assiniwi, Chief Negotiator
Government of Canada**

**signifying their intent to recommend it to their principals for ratification in
accordance with
the ratification provisions of the Agreement.**

**Pronunciation Guide
For Terms Used In Agreement**

Tḥchq	tlee-chon meaning "Dogrib"
Mqwhì Gogha Dè Nḡtl'èe	mon-fwee, go-ga, de-neat-lay it is the traditional area of the Tḥchō First Nation, described by Chief Monfwi during the signing of Treaty 11 in 1921
Wek'èezhì	way-keh-zi it defines the "management area" of the Agreement
Behchokq	bay-cho-ko also known as the community of Rae-Edzo
Whatì	what-tea also known as the community of Lac La Martre
Gamètì	gam-ma-tea also known as the community of Rae Lakes
Wekweètì	wek-way-tea also known as the community of Snare Lake
Ezqdzì tì	eh-zod-ze-tea a Tḥchq heritage area

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AGREEMENT

among

THE TĂICHÔ FIRST NATION

and

THE GOVERNMENT OF THE NORTHWEST TERRITORIES

and

THE GOVERNMENT OF CANADA

WHEREAS the Tăichô (also known as "Dogrib") have traditionally used and occupied lands in and adjacent to the Northwest Territories from time immemorial;

WHEREAS Treaty 11 was signed at Fort Rae on August 22, 1921, with Chief Monfwi and Headmen Jermain and Beaulieu representing the Tăichô;

WHEREAS at the signing of Treaty 11, Chief Monfwi described the traditional Tăichô use area known to the Tăichô as Mówhî Gogha Dê Nîitá'êe, which area is described in part 1 of the appendix to chapter 1.

WHEREAS the Tăichô continue to use Mówhî Gogha Dê Nîitá'êe;

WHEREAS the Tăichô recognize that Mówhî Gogha Dê Nîitá'êe has been modified as a result of treaties and other agreements;

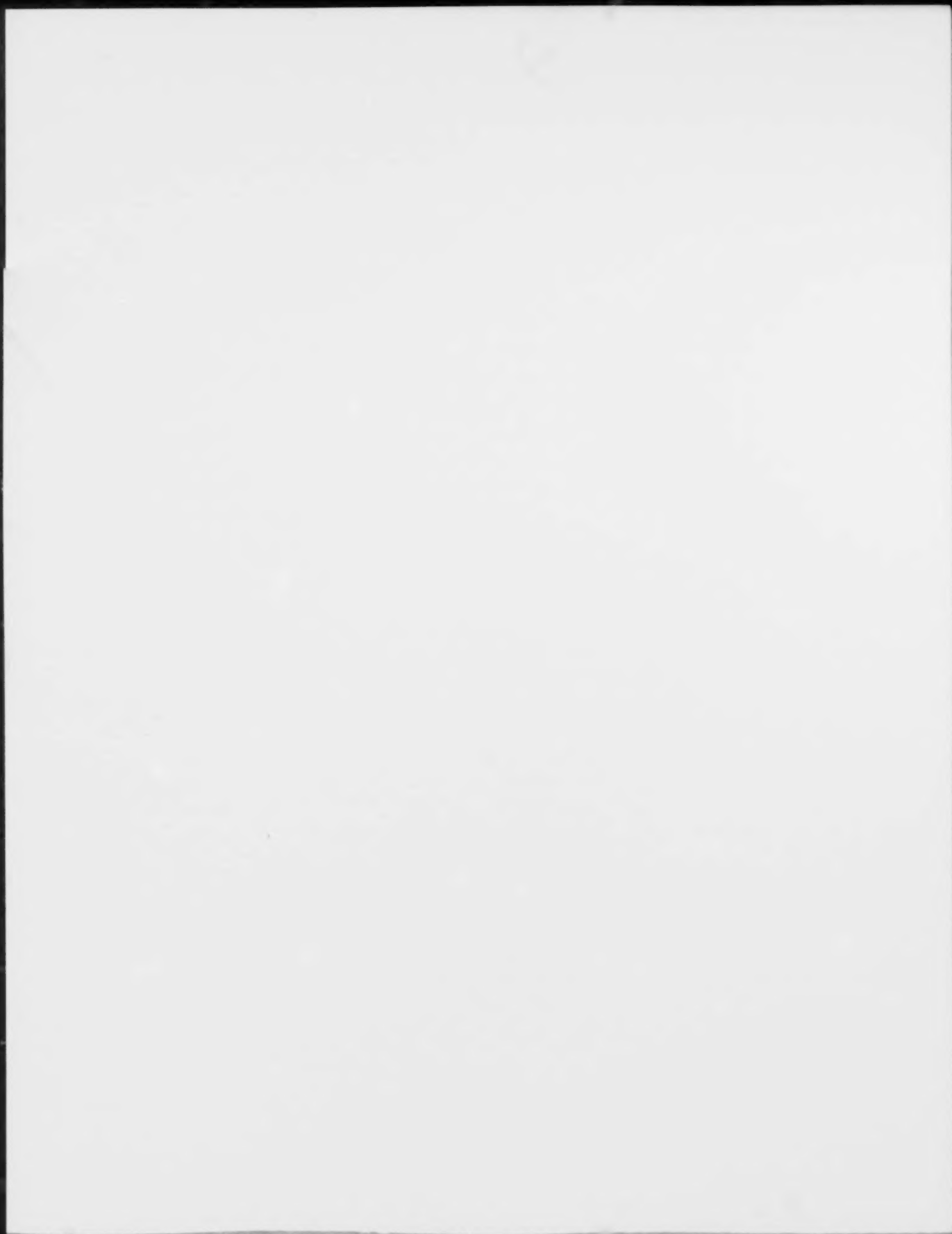
WHEREAS the Tăichô refer to this modified Mówhî Gogha Dê Nîitá'êe as Wek'êezhîi;

WHEREAS Wek'êezhîi, which is described in part 2 of the appendix to chapter 1, has been identified as an area appropriate for the management of resources under the Agreement;

WHEREAS the *Constitution Act, 1982* recognizes and affirms the existing Aboriginal and treaty rights of the Aboriginal peoples of Canada;

WHEREAS the parties have negotiated this Agreement in order to define and provide certainty in respect of rights of the Tăichô relating to land, resources and self-government;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:



CHAPTER 1

INTERPRETATION

1.1 DEFINITIONS

1.1.1 The following definitions apply in the Agreement.

"Aboriginal people" means an Aboriginal people of Canada within the meaning of section 35 of the *Constitution Act, 1982*.

"Aboriginal person", means a member of an Aboriginal people.

"Aboriginal right" means an Aboriginal right within the meaning of section 35 of the *Constitution Act, 1982*.

"Agreement" means this land claims and self-government agreement.

"band membership list" means a list, maintained by the Department of Indian Affairs and Northern Development, of the members of the Dog Rib Rae band, the Wha Ti First Nation band, the Gameti First Nation band or the Dechi Laot'i First Nations band.

"bank" of a body of water means the limit or edge of its bed.

"bed" of a body of water means the land covered so long by water as to wrest it from vegetation, or as to mark a distinct character upon the vegetation where it extends into the water or upon the soil itself.

"burial site" means land containing human remains or land in which evidence of such remains are found.

"child" means a person less than the age of majority under legislation.

"child and family services" means services for

- (a) the protection of children from abuse, neglect, harm and any threat thereof, where the primary objective is the safety and well-being of children, having due regard for
 - (i) any need for intervention,
 - (ii) the support of families and care givers to provide a safe environment,
 - (iii) the support of kinship ties and a child's attachment to the extended family, and
 - (iv) the culture and customs of the Tàichō First Nation; or

- (b) the promotion of well-functioning families and of community life.

"conservation" means

- (a) the maintenance of the integrity of ecosystems by measures such as the protection and reclamation of wildlife habitat and, where necessary, restoration of wildlife habitat; and
 - (b) the maintenance of vital, healthy wildlife populations capable of sustaining harvesting under the Agreement.
-

"consultation" means

- (a) the provision, to the person or group to be consulted, of notice of a matter to be decided in sufficient form and detail to allow that person or group to prepare its views on the matter;
- (b) the provision of a reasonable period of time in which the person or group to be consulted may prepare its views on the matter, and provision of an opportunity to present such views to the person or group obliged to consult; and
- (c) full and fair consideration by the person or group obliged to consult of any views presented.

"contaminated site" means a site where persons have abandoned or disposed of substances of such a nature and in such a manner, quantity or concentration that the substances constitute or are likely to constitute a danger to human life or health or to the environment.

"Crown lands" means lands belonging to Her Majesty in right of Canada.

"date of the Agreement" means the date on which the Agreement is signed by the representatives of the executive of the Dogrib Treaty 11 Council and government.

"date of the initialling of the Agreement" means the date the Agreement was initialled under 4.1.1 by the chief negotiators for the Tăichô First Nation and government before submitting it to their principals for ratification in accordance with chapter 4.

"developer" means a person or government engaged in a project, including a community, Aboriginal, territorial or federal government.

"direct taxation" has the same meaning, for the purpose of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*.

"Dogrib Treaty 11 Council" includes any successor organization.

"edible parts" includes, in relation to wildlife, those parts traditionally consumed by Aboriginal peoples for food.

"effective date" means the date on which both territorial and federal settlement legislation have come into force.

"Eligibility Committee" means the Committee referred to in 3.2.

"eligible voter" means, in relation to the ratification vote referred to in 4.2.1(b), a person whose name is on the Official Voters List.

"environment" means the physical environment, including air, land, water, wildlife and heritage resources, and the social and cultural environment, including harvesting of wildlife, plants and trees.

"excess mineral revenues" means the amount by which the revenues the Tăichô Government received in a given year from minerals, other than specified substances, on Tăichô lands exceeded the average per capita income of the Northwest Territories multiplied by the number of Tăichô Citizens in that year.

"expropriating authority" means the Government of Canada or the Government of the Northwest Territories or any other authority authorized by legislation to expropriate land or an interest in land, but does not include the Tăichô Government.

"expropriation" means the compulsory taking of lands or any interest in land.

"federal legislation" means legislation of the Parliament of Canada or legislation made thereunder, but does not include territorial legislation.

"fish" means fish as defined in the *Fisheries Act*.

"forest management" includes forest conservation, forest fire control, timber management, reforestation, silviculture and management of a forest for wildlife and recreation.

"furbearers" means the following species: beaver (*Castor canadensis*); white fox or arctic fox (*Alopex lagopus*); river otter (*Lutra canadensis*); lynx (*Lynx lynx*); marten (*Martes americana*); fisher (*Martes pennanti*); striped skunk (*Mephitis mephitis*); ermine (*Mustela erminea*); least weasel (*Mustela nivalis*); mink (*Mustela vison*); muskrat (*Ondatra zibethicus*); red, cross, black and silver fox (*Vulpes vulpes*); wolverine (*Gulo gulo*); wolf (*Canis lupus*); coyote (*Canis latrans*); woodchuck (*Marmota monax*); and red squirrel (*Tamiasciurus hudsonicus*).

"future land claims agreement" means a land claims agreement that may be concluded after the date of the initialling of the Agreement between government and an Aboriginal people of Canada other than the Tàichô First Nation.

"gas" means natural gas and includes all substances, other than oil, that are produced in association with natural gas.

"government" means

- (a) the Government of Canada;
- (b) the Government of the Northwest Territories or its successor or successors; or
- (c) both,

depending upon which government or governments have responsibility, from time to time, for the matter in question, and includes any department, agency or official of such a government.

"Gwich'in land claims agreement" means the Comprehensive Land Claim Agreement between Her Majesty the Queen in right of Canada and the Gwich'in signed on April 22, 1992.

"Gwich'in settlement area" means the area defined as "settlement area" in the Gwich'in land claims agreement.

"harvesting" means, in relation to wildlife, hunting, trapping or fishing and, in relation to plants or trees, gathering or cutting.

"heritage resource" means

- (a) a site with archaeological, historical or cultural significance and includes a burial site; or
- (b) an artifact, object or record of historical or cultural significance and includes human remains and associated grave goods in a burial site.

"implementation plan" means the plan developed by government and the Dogrib Treaty 11 Council that is referred to in chapter 5.

"independent regulatory agency" means a body established by legislation which, in the exercise of regulatory or licensing powers, is not subject to specific control or direction by government notwithstanding that it may be subject to general direction whether by guidelines, regulations or directives, or that its decisions may be subject to approval, variance or rescission by government and, for greater certainty, does not include the Tàichô Government.

"initial enrolment period" means a period ending two years after the effective date.

"intellectual property" means any intangible property right resulting from intellectual activity in the industrial, scientific, literary, or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights.

"land claims agreement" means a land claims agreement within the meaning of section 35 of the *Constitution Act, 1982* but does not include Treaty 8 or 11.

"land right" means any right that relates to or directly or indirectly affects lands, waters, wildlife or other natural resources, and includes any right that might otherwise not be considered to be a land right, but only to the extent such right relates to or directly or indirectly affects lands, waters, wildlife or other natural resources.

"law of Canada" means legislation and the common law.

"legislation" means federal or territorial legislation and, for greater certainty, includes regulations but does not include Tāichō laws.

"legislation of general application" means legislation that, in relation to its application to

- (a) individuals, does not apply only to Tāichō Citizens;
- (b) representative institutions, does not apply only to the Tāichō Government; and
- (c) land, water and other natural resources, does not apply only to the Tāichō lands, or to waters or other resources on or in those lands.

"Mackenzie Valley" comprises the Northwest Territories exclusive of the areas within Wood Buffalo National Park and the Inuvialuit Settlement Region, as that Region is defined in the agreement given effect by the *Western Arctic (Inuvialuit) Claims Settlement Act*.

"Mackenzie Valley Environmental Impact Review Board" means the board referred to in 22.2.2.

"mineral" means a precious or base metal or other, non-living, naturally occurring substance that is, or was, before production, part of land, whether solid, liquid or gaseous, and includes coal, oil and gas, but does not include water.

"mining right" means a right or interest in minerals that are still part of the land, other than specified substances, or a right to explore for or produce minerals other than specified substances.

"Minister" means the Minister of the Government of Canada or of the Government of the Northwest Territories, as the context requires, responsible for the subject matter referred to.

"Mōwhi Gogha Dē Nīitā'ēe" comprises the area described in part 1 of the appendix to this chapter.

"monument" means a device used by a surveyor to mark a boundary in a survey.

"national park" means an area identified as a national park of Canada that is described in a schedule to the *Canada National Parks Act* and that is wholly or partly in *Wek'ēezhii* or that part of *Mōwhi Gogha Dē Nīitā'ēe* within the Northwest Territories.

"navigable" means, with respect to a river, lake or other body of water, capable of navigation by boat or other water craft for commercial or non-commercial purposes.

"Norman Wells Proven Area" means the area described in Schedule "A" to the Proven Area Agreement.

"NTS map sheets" means National Topographic System map sheets produced by the Government of Canada.

"Nunavut Agreement" means the *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in right of Canada* signed on May 25, 1993.

"Official Voters List" means the list produced under 4.7.1.

"oil" means crude oil, regardless of gravity, produced at a wellhead in liquid form and any other hydrocarbons except gas and, without limiting the generality of the foregoing, hydrocarbons that may be extracted or recovered from deposits of oil sand, bitumen, bituminous sand, oil shale or from any other types of deposits.

"Parties" means the Parties to the Agreement, namely the Tāichō First Nation, as represented by the Tāichō Government, the Government of the Northwest Territories and the Government of Canada.

"permanent resident of Canada" means a person who has the status of a permanent resident of Canada under the *Immigration Act*.

"plants" means flora, other than trees, in a wild state and includes fungi and algae in a wild state.

"project" means an undertaking, or extension thereof, on land or water and includes the establishment of a national park, a national historic park or site or a territorial park.

"proponent" means, for the purpose of 10.6, government or the holder of an interest in land or an authorization to use land.

"protected area" means a site or area of land in *Wek'èezhì* under the administration and control of and protected by government including such a site or area that is a site with archaeological significance, a historic park or site, a territorial park, a game reserve, a sanctuary, a migratory bird sanctuary or other area established for the protection of wildlife and wildlife habitat, but does not include a national park.

"Proven Area Agreement" means the agreement dated July 21, 1944 between Imperial Oil Limited and His Majesty in Right of Canada, as amended and renewed from time to time.

"Register" means the Tāichō Citizens Register published on a preliminary basis by the Eligibility Committee under 3.3.2, as amended from time to time in accordance with 3.4.

"registered band member" means a person who is registered on a band membership list or who is entitled to be registered on a band membership list and is the subject of an application for registration that has not been withdrawn.

"registrar" means, in relation to the Register,

(a) until the designation of a registrar by the Tāichō Government under 3.2.2, the Eligibility Committee; or

(b) the registrar designated by the Tāichō Government under 3.2.2.

"royalty" means any payment, whether in money or in kind, in respect of production of a resource in, on or under the Mackenzie Valley, including the Norman Wells Proven Area, paid or payable to government because the Crown is the owner of the resource prior to the production of the resource, including without limiting the generality of the foregoing, the payment to government under the *Frontier Lands Petroleum Royalty Regulations* passed pursuant to the *Canada Petroleum Resources Act*, R.S.C. 1985, c.36, or any successor legislation but, for greater certainty, does not include any payment, whether in money or in kind,

- (a) to government as owner or part owner of the produced resource, including without limiting the generality of the foregoing, the payment to government pursuant to clause 18 of the Proven Area Agreement;
- (b) by way of transfer between governments;
- (c) for a service;
- (d) for the issuance of a right or interest; or
- (e) for the granting of an approval or authorization.

"Sahtu settlement area" means the area defined as "settlement area" in the Comprehensive Land Claim Agreement between Her Majesty the Queen in right of Canada and the Sahtu Dene and Metis signed on September 6, 1993.

"settlement legislation" means the legislation referred to in 4.3.1(c) and 4.3.2(b) that provides the Agreement is approved, given effect and declared valid.

"specified substances" means carving stone, clay, construction stone, diatomaceous earth, earth, flint, gravel, gypsum, limestone, marble, marl, ochre, peat, sand, shale, slate, sodium chloride, soil and volcanic ash.

"Surface Rights Board" means the board referred to in 6.6.1.

"Surveyor General" means the Surveyor General of Canada Lands appointed in the manner authorized by law or a person authorized, by the Minister of the Government of Canada responsible for Canada Lands surveys, to carry out the duties of the Surveyor General.

"territorial legislation" means laws made by the Northwest Territories legislative assembly or laws made thereunder.

"territorial park" means an area in *Wek'èezhìi* established under the *Territorial Parks Act*.

"Tāichō" for the purpose of chapters 3 and 4, means a person

- (a) of Aboriginal ancestry who resided in and used and occupied *Mōwhì Gogha Dè Nīit'èe* on or before August 22, 1921 and who received Treaty 11 benefits, or a descendant of such person;
- (b) who is a registered band member, or a descendant of such person; or
- (c) who was adopted as a child, under the laws of any jurisdiction or under any Tāichō custom, by a Tāichō within the meaning of (a) or (b) or by a Tāichō Citizen, or a descendant of any such adoptee.

"Tāichō burial site" means a burial site that contains or might contain the remains of a Tāichō person, or an ancestor of a Tāichō person, or for which there is evidence that the site did or might have contained such remains, and includes sites indicated as Tāichō burial sites under 17.1.5.

"Tàichô Citizen" means a person whose name is on the Register.

"Tàichô community" means the community of Behchokö (Rae-Edzo), Whatì (Lac La Martre), Gamètì (Rae Lakes) or Wekweètì (Snare Lake).

"Tàichô community lands" means, in relation to a Tàichô community, the lands in that community other than any parcel to which the Tàichô community government does not hold the fee simple interest.

"Tàichô Constitution" means the Constitution of the Tàichô Government referred to in 7.1.

"Tàichô First Nation" means the Aboriginal people of Canada comprised of

(a) all Tàichô Citizens; and

(b) for the purpose of 2.6 and 2.7,

- (i) the persons who were ever Tàichô Citizens, whether or not their names are still on the Register, and the descendants of any such persons,
- (ii) the persons who, at any time after the date of the initialling of the Agreement, were registered band members, and
- (iii) the descendants of a person described in (ii) who are either not of the age of majority under legislation immediately before the effective date or are born on or after the effective date.

"Tàichô Government" means the government of the Tàichô First Nation established in accordance with chapter 7.

"Tàichô heritage resource" means a heritage resource which relates to the history or culture of the Tàichô First Nation.

"Tàichô lands" means the lands

(a) vested in the Tàichô Government under 18.1.1; or

(b) in which the fee simple interest is held by the Tàichô Government, if the lands were conveyed to it under 9.5.1 or if the lands have become Tàichô lands under 18.1.8, 20.4.10 or 20.4.12,

but does not include lands that have been the subject of a conveyance under 9.5.2 or 18.1.6 or of an expropriation where the Tàichô Government no longer holds the fee simple interest in the lands or where any other person holds the fee simple interest to any minerals that may be found within, upon or under the lands.

"Tàichô law" means a law enacted by the Tàichô Government.

"total allowable harvest level" means, in relation to a population or stock of wildlife, the total amount of that population or stock that may be harvested annually in Wek'eezhìi.

"trade" means to barter or buy.

"treaty" means a treaty within the meaning of section 35 of the *Constitution Act, 1982*.

"Treaty 11 right" means a right under Treaty 11 signed at Fort Rae on August 22, 1921.

"tree" means a woody, perennial plant generally with a single well-defined stem and a more or less definitively formed crown which is found in a wild state in the Northwest Territories, including

- (a) *Pinus* species including Jack Pine and Lodge Pole Pine;
- (b) *Larix* species including Tamarack;
- (c) *Picea* species including White Spruce and Black Spruce;
- (d) *Abies* species including Alpine Fir;
- (e) *Salix* species including Beaked Willow and Pussy Willow;
- (f) *Populus* species including Trembling Aspen and Balsam Poplar;
- (g) *Betula* species including White Birch, Alaska Birch and Water Birch;
- (h) *Alnus* species including Speckled Alder and Mountain Alder; and
- (i) *Prunus* species including Choke Cherry and Pin Cherry.

"waste" in relation to the deposit of waste, has the same meaning as in the *Northwest Territories Waters Act*.

"water" includes ice.

"waterfront lands" means a strip of lands 31 metres wide measured inland from the bank of a navigable river or other navigable water body that can be entered from a navigable river.

"Wek'èezhii" comprises the area described in part 2 of the appendix to this chapter.

"Wek'èezhii Land and Water Board" means the board referred to in 22.3.2.

"Wek'èezhii Renewable Resources Board" means the board established in 12.1.1.

"wildlife" means all *ferae naturae* in a wild state including fish, mammals and birds.

1.2 GENERAL RULES

- 1.2.1 The Agreement may be examined as an aid to interpretation where there is any doubt in respect of the meaning of any legislation or Tāichō laws implementing the provisions of the Agreement.
 - 1.2.2 There shall not be any presumption that doubtful expressions in the Agreement be interpreted in favour of any one of the Parties.
 - 1.2.3 Except where a specific year and chapter number are included, citation of legislation refers to the legislation as amended from time to time and includes successor legislation.
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APPENDIX TO CHAPTER 1

PART 1 MŌWHÌ GOGHA DÈ NĪTĀ'ĒE

Mōwhì Gogha Dè Nīitā'ēe comprises all that area, in the Northwest Territories and Nunavut, more particularly described as follows. All geographic coordinates are based upon North American Datum of 1927 and are expressed in degrees, minutes and seconds. All topographic features hereinafter referred to being according to:

- edition 1 of the Fort Reliance NTS map sheet number 75 K;
 - edition 1 of the Snowdrift NTS map sheet number 75 L;
 - edition 3 of the Walmsley Lake NTS map sheet number 75 N;
 - edition 3 of the Artillery Lake NTS map sheet number 75 O;
 - edition 1 of the Healey Lake NTS map sheet number 76 B;
 - edition 3 of the Aylmer Lake NTS map sheet number 76 C;
 - edition 1 of the Contwoyto Lake NTS map sheet number 76 E;
 - edition 1 of the Nose Lake NTS map sheet number 76 F;
 - edition 3 of the Falaise Lake NTS map sheet number 85 F;
 - edition 3 of the Sulphur Bay NTS map sheet number 85 ;
 - edition 3 of the Fort Resolution NTS map sheet number 85 H;
 - edition 5 of the Hearne Lake NTS map sheet number 85 I;
 - edition 2 of the Rae NTS map sheet number 85 K;
 - edition 3 of the Willow Lake NTS map sheet number 85 L;
 - edition 3 of the Leith Peninsula NTS map sheet number 86 E;
 - edition 3 of the Calder River NTS map sheet number 86 F;
 - edition 2 of the Point Lake NTS map sheet number 86 H;
 - edition 1 of the Takiyuak Lake NTS map sheet number 86 I;
 - edition 2 of the Hepburn Lake NTS map sheet number 86 J;
 - edition 2 of the Sloan River NTS map sheet number 86 K;
 - edition 2 of the Bulmer Lake NTS map sheet number 95 I;
 - edition 1 of the Keller Lake NTS map sheet number 95 P;
 - edition 2 of the Johnny Hoe River NTS map sheet number 96 A;
 - edition 3 of the Grizzly Bear Mountain NTS map sheet number 96 H;
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Commencing at the point of intersection in Great Slave Lake of latitude 61° 35' 15"N and longitude 114° 53' 30"W;

- thence northwesterly in a straight line to the intersection of latitude 62° 00' 00"N and longitude 116° 19' 30"W;
 - thence westerly in a straight line to the east bank of Willow Lake at latitude 62° 09' 30"N and approximate longitude 118° 47' 30"W;
 - thence westerly along the sinuosities of the bank of said lake to its intersection with the west bank of an unnamed stream at approximate latitude 62° 14' 45"N and longitude 119° 20' 00"W;
 - thence northwesterly along the sinuosities of the bank of said stream to its intersection with the south bank of Hornell Lake at approximate latitude 62° 16' 15"N and longitude 119° 19' 30"W;
 - thence northwesterly along the sinuosities of the bank of said lake to a point at approximate latitude 62° 20' 45"N and longitude 119° 35' 00"W;
 - thence northwesterly in a straight line to the intersection of latitude 62° 25' 30"N and longitude 120° 00' 00"W;
 - thence northwesterly in a straight line to the intersection of latitude 62° 39' 45"N and longitude 120° 41' 30"W;
 - thence northwesterly in a straight line to the intersection of latitude 63° 00' 00"N and longitude 121° 02' 00"W;
 - thence northerly in a straight line to the intersection of latitude 64° 00' 00"N and longitude 121° 34' 15"W;
 - thence northerly in a straight line to the intersection of latitude 64° 27' 00"N and longitude 121° 30' 30"W;
 - thence northeasterly in a straight line to the intersection of latitude 65° 00' 00"N and longitude 120° 25' 00"W;
 - thence northeasterly in a straight line to the intersection of latitude 65° 55' 15"N and longitude 117° 29' 15"W;
 - thence northeasterly in a straight line to the intersection of latitude 66° 07' 45"N and longitude 116° 11' 00"W;
 - thence northeasterly in a straight line to the intersection of latitude 66° 33' 45"N and longitude 114° 27' 00"W;
 - thence southeasterly in a straight line to the intersection of latitude 65° 57' 30"N and longitude 112° 00' 00"W;
 - thence southeasterly in a straight line to the north bank of Contwoyto Lake at approximate latitude 65° 51' 15"N and longitude 111° 30' 00"W;
 - thence southeasterly along the sinuosities of the bank of said lake to a point at approximate latitude 65° 13' 30"N and longitude 109° 45' 00"W;
 - thence southeasterly in a straight line to the intersection of latitude 64° 35' 00"N and longitude 108° 38' 00"W;
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- thence southerly in a straight line to the intersection of latitude 64° 08' 30"N and longitude 108° 13' 00"W;
- thence southeasterly in a straight line to the bank of Clinton Colden Lake at approximate latitude 64° 04' 15"N and longitude 107° 56' 30"W;
- thence southerly in a straight line along longitude 107° 56' 30"W to the opposite bank of that lake at approximate latitude 64° 03' 30"N;
- thence southerly along the sinuosities of the bank of said lake to the west bank of Ptarmigan Lake;
- thence southerly along the sinuosities of the bank of said lake to the west bank of Lockhart River;
- thence southwesterly along the sinuosities of the bank of said river to the west bank of Artillery Lake;
- thence southwesterly along the sinuosities of the bank of said lake to its intersection with the north bank of Lockhart River at approximate latitude 62° 53' 30"N and longitude 108° 27' 30"W;
- thence southwesterly along the sinuosities of the bank of said river to its intersection with the north bank of Great Slave Lake at approximate latitude 62° 47' 00"N and longitude 108° 58' 00"W;
- thence northwesterly in a straight line to the intersection of latitude 62° 47' 15"N and approximate longitude 108° 57' 30"W;
- thence westerly along the sinuosities of the bank of Great Slave Lake to a point at approximate latitude 62° 00' 15"N and longitude 113° 23' 30"W;
- thence westerly in a straight line to the intersection of latitude 62° 00' 45"N and longitude 113° 26' 15"W;
- thence southwesterly in a straight line to the point of commencement.

PART 2 WEK'ĒEZHĪ

Wek'ēezhī comprises all that area, in the Northwest Territories, more particularly described as follows. All geographic coordinates are based upon North American Datum of 1927 and are expressed in degrees, minutes and seconds. All topographic features hereinafter referred to being according to:

- edition 1 of the Snowdrift NTS map sheet number 75 L;
 - edition 3 of the Walmsley Lake NTS map sheet number 75 N;
 - edition 3 of the Aylmer Lake NTS map sheet number 76 C;
 - edition 3 of the Sulphur Bay NTS map sheet number 85 G;
 - edition 3 of the Fort Resolution NTS map sheet number 85 H;
 - edition 5 of the Hearne Lake NTS map sheet number 85 I;
 - edition 2 of the Rae NTS map sheet number 85 K;
 - edition 3 of the Willow Lake NTS map sheet number 85 L;
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edition 3 of the Rivière Grandin NTS map sheet number 86 D;
edition 3 of the Leith Peninsula NTS map sheet number 86 E;
edition 1 of the Yanik Lake NTS map sheet number 86 E/7;
edition 1 of the Fishtrap Lake NTS map sheet number 86 E/8;
edition 4 of the Calder River NTS map sheet number 86 F;
edition 2 of the Point Lake NTS map sheet number 86 H;
edition 2 of the Hepburn Lake NTS map sheet number 86 J;
edition 2 of the Sloan River NTS map sheet number 86 K;
edition 1 of the Keller Lake NTS map sheet number 95 P;
edition 2 of the Johnny Hoe River NTS map sheet number 96 A;

Commencing at the point of intersection in Great Slave Lake of latitude $61^{\circ} 38' 45''\text{N}$ and longitude $114^{\circ} 41' 30''\text{W}$;

thence northwesterly in a straight line to the north bank of Great Slave Lake at approximate latitude $61^{\circ} 44' 30''\text{N}$ and longitude $115^{\circ} 27' 00''\text{W}$;

thence northwesterly in a straight line to the intersection of latitude $62^{\circ} 04' 00''\text{N}$ and longitude $116^{\circ} 19' 30''\text{W}$;

thence northwesterly in a straight line to the east bank of the Horn River at latitude $62^{\circ} 13' 45''\text{N}$ and approximate longitude $117^{\circ} 43' 00''\text{W}$;

thence northwesterly along the sinuosities of the bank of said river to a point at latitude $62^{\circ} 37' 30''\text{N}$ and approximate longitude $119^{\circ} 14' 30''\text{W}$;

thence northwesterly in a straight line to the intersection of latitude $62^{\circ} 42' 45''\text{N}$ and longitude $119^{\circ} 33' 30''\text{W}$;

thence northwesterly in a straight line to the intersection of latitude $62^{\circ} 50' 30''\text{N}$ and longitude $119^{\circ} 49' 00''\text{W}$;

thence northwesterly in a straight line to the intersection of latitude $63^{\circ} 12' 30''\text{N}$ and longitude $120^{\circ} 15' 00''\text{W}$;

thence northwesterly in a straight line to the intersection of latitude $63^{\circ} 51' 45''\text{N}$ and longitude $121^{\circ} 02' 00''\text{W}$;

thence northwesterly in a straight line to its intersection with the boundary of the Sahtu settlement area at latitude $64^{\circ} 02' 45''\text{N}$ and longitude $121^{\circ} 15' 30''\text{W}$;

thence northeasterly along said boundary to its intersection with the boundary of Nunavut;

thence southeasterly along said boundary to a point at latitude $64^{\circ} 49' 15''\text{N}$ and longitude $109^{\circ} 03' 00''\text{W}$;

thence southeasterly in a straight line to the intersection of latitude $64^{\circ} 35' 00''\text{N}$ and longitude $108^{\circ} 38' 00''\text{W}$;

- thence southerly in a straight line to the intersection of latitude 64° 08' 30"N and longitude 108° 13' 00"W;
- thence southeasterly in a straight line to the bank of Clinton Colden Lake at approximate latitude 64° 04' 15"N and longitude 107° 56' 30"W;
- thence southerly in a straight line along longitude 107° 56' 30"W to the opposite bank of that lake at approximate latitude 64° 03' 30"N;
- thence southerly along the sinuosities of the bank of said lake to the west bank of Ptarmigan Lake;
- thence southerly along the sinuosities of the bank of said lake to the west bank of Lockhart River;
- thence southwesterly along the sinuosities of the bank of said river to the west bank of Artillery Lake;
- thence southwesterly along the sinuosities of the bank of said lake to its intersection with the north bank of Lockhart River at approximate latitude 62° 53' 30"N and longitude 108° 27' 30"W;
- thence southwesterly along the sinuosities of the bank of said river to its intersection with the north bank of Great Slave Lake at approximate latitude 62° 47' 00"N and longitude 108° 58' 00"W;
- thence northwesterly in a straight line to the intersection of latitude 62° 47' 15"N and longitude 108° 57' 30"W;
- thence westerly along the sinuosities of the bank of Great Slave Lake to a point at approximate latitude 62° 00' 15"N and longitude 113° 23' 30"W;
- thence westerly in a straight line to the intersection of latitude 62° 00' 45"N and longitude 113° 26' 15"W;
- thence southwesterly in a straight line to the point of commencement.

MAP OF MŌWHÌ GOGHA DĒ NĪTĀ'ĒE (map for illustrative purposes only)

MAP OF WEK'ĒEZHĪI (map for illustrative purposes only)

MAP OF MŌWHÌ GOGHA DĒ NĪTĀ'ĒE AND WEK'ĒEZHĪI (map for illustrative purposes only)

CHAPTER 2

GENERAL PROVISIONS

2.1 STATUS OF AGREEMENT

- 2.1.1 The Agreement is a land claims agreement within the meaning of section 35 of the *Constitution Act, 1982*. Unless expressly provided otherwise, no agreement made under or provided for in the Agreement but that is not part of the Agreement is a land claims agreement within the meaning of that section.
- 2.1.2 Ratification of the Agreement by the Tàichô in accordance with 4.2 and by government in accordance with 4.3 is a condition precedent to the validity of the Agreement and, until such ratification, the Agreement is null and void and of no effect.

2.2 TÀICHÔ RIGHTS AND BENEFITS

- 2.2.1 Nothing in the Agreement or in the settlement legislation shall remove from the Tàichô First Nation its identity as an Aboriginal people of Canada or, subject to 2.6, affect the ability of Tàichô Citizens to participate in or benefit from any existing or future constitutional rights for Aboriginal people which may be applicable to them.
- 2.2.2 Nothing in the Agreement shall affect the ability of the Tàichô Government and Tàichô Citizens to participate in and benefit from government programs for status Indians, non-status Indians or Metis, as the case may be. Benefits received under such programs shall be determined by general criteria established from time to time.
- 2.2.3 When the Tàichô Government applies to government for program funding, the determination by government of the entitlement for funding shall take into account the fact that the Tàichô Government is the legal successor of the Dog Rib Rae Band, the Whatì First Nation Band, the Gamètì First Nation Band and the Dechi Laot'i First Nations Band.
- 2.2.4 Nothing in the Agreement shall affect the rights of Tàichô Citizens as Canadian citizens and they shall continue to be entitled to all the rights and benefits of all other Canadian citizens applicable to them from time to time.
- 2.2.5 Enrolment as a Tàichô Citizen does not affect a person's identity as an Indian, Inuk or Metis.
- 2.2.6 Enrolment as a Tàichô Citizen shall not confer any rights or benefits under the *Indian Act* or a right of entry into Canada or of Canadian citizenship.
- 2.2.7 The *Indian Act* does not apply to Tàichô Citizens, except for the purpose of determining whether or not a Tàichô Citizen is an "Indian" under that Act and for the administration of the property of any person where it was being administered by the Minister of Indian Affairs and Northern Development under that Act before the effective date.
- 2.2.8 Nothing in the Agreement shall be construed to affect hunting, trapping or fishing rights under a Natural Resources Transfer Agreement, or under treaty, in British Columbia, Alberta, Saskatchewan or Manitoba of any person who is eligible to be enrolled as a Tàichô Citizen.
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- 2.2.9 Nothing in the Agreement shall be interpreted so as to limit or extend any authority of the Parties to negotiate and enter into international, national, interprovincial, and inter-territorial agreements, but this does not prevent the Tāichō Government from entering into agreements with a federal, provincial or territorial government for the provision of specific programs and services.
- 2.2.10 Rights and benefits provided under the Agreement for the Tāichō First Nation are vested in Tāichō Citizens collectively and may be exercised by individual Tāichō Citizens subject to any limitations established by or under any provisions of the Agreement, including any limitations established by the Tāichō Government. No Tāichō Citizen has a right to land, money or other benefits under the Agreement unless specifically provided for in the Agreement, or by decision of the Tāichō Government.
- 2.3 STATUS OF TĀICHŌ LANDS
- 2.3.1 Tāichō lands are deemed not to be lands reserved for the Indians within the meaning of the *Constitution Act, 1867* or reserves within the meaning of the *Indian Act*.
- 2.4 INTER-GOVERNMENTAL DEVOLUTION
- 2.4.1 Nothing in the Agreement shall prejudice the devolution or transfer of responsibility or powers from the Government of Canada to the Government of the Northwest Territories.
- 2.5 TREATY 11
- 2.5.1 The historical and cultural importance of Treaty 11 is hereby recognized and there shall be annual meetings to affirm this recognition, to make annual treaty payments and to recognize the importance of the Agreement.
- 2.6 CERTAINTY
- 2.6.1 The Tāichō First Nation and the persons who comprise it will not exercise or assert
- (a) any Aboriginal right, other than any right set out in the Agreement;
 - (b)¹ any Treaty 11 right, other than the right respecting annual payments to the Indians or the right respecting payment of the salaries of teachers to instruct the children of the Indians;
 - (c) any right under another treaty concluded before 1975; or
 - (d) any right under any Imperial or Canadian legislation or Order in Council or other action of the Governor in Council or Her Majesty in Right of Canada in relation to Metis or half-breed scrip or money for scrip.
- 2.6.2 The purpose of 2.6.1 is
- (a) to enable Tāichō Citizens, the Tāichō First Nation and the Tāichō Government to exercise and enjoy all their rights, authorities, jurisdictions and privileges that are set out in the Agreement; and

¹ In relation to this provision, the non-assertion commitment is sufficient only if there is agreement to amend the Sahtu Dene and Metis and Gwich'in Agreements, before the ratification process commences, to recognize this type of commitment in relation to treaty harvesting rights.

- (b) to release all other persons and governments of any obligation in relation to any right that, under 2.6.1, the Táichô First Nation and the persons who comprise it agree not to exercise or assert and to enable all other persons and governments to exercise and enjoy all their rights, authorities, jurisdictions and privileges,

as if the rights, that under 2.6.1 the Táichô First Nation and the persons who comprise it agree not to exercise or assert, did not continue to exist.

- 2.6.3 The Táichô First Nation and the persons who comprise it release government and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they ever had, now have or may have in the future, arising from any act or omission that occurred prior to the effective date and that may have affected
 - (a) any land right that is an Aboriginal right;
 - (b) any land right that is a treaty right and that, under 2.6.1, they agree not to exercise or assert; or
 - (c) any right that is described in 2.6.1(d).
 - 2.6.4 The Táichô First Nation and the persons who comprise it release government and all other persons from all claims, of whatever nature or kind and whether known or unknown, that they now have or may have in the future, arising from any act or omission that occurred on or after the effective date and that may have affected any right that, under 2.6.1, they agree not to exercise or assert.
 - 2.6.5 In consideration of the rights in the Agreement, the Táichô Government will indemnify and forever save harmless government from any claim that relates to or in any way arises from the rights to which 2.6.3 or 2.6.4 applies and that was brought on or after the effective date against government by any of the persons who comprise the Táichô First Nation. For greater certainty, the right to be indemnified shall not extend to any claim relating to or in any way arising from the failure of government to carry out its obligations under the Agreement.
 - 2.6.6 The right to be indemnified under 2.6.5 applies only if government vigorously defends the claim and does not compromise or settle it without the consent of the Táichô Government. The right to be indemnified under 2.6.5 does not apply to any costs incurred by government in such a defence or settlement.
 - 2.6.7 If 2.6.1 is not enforceable in relation to a land right that under 2.6.1 the Táichô First Nation and the persons who comprise it agree not to exercise or assert, and that
 - (a) results in the imposition on government or any person of any obligations related to that right;
 - (b) affects the ability of Táichô Citizens, the Táichô First Nation or the Táichô Government to exercise and enjoy all their rights, authorities, jurisdictions and privileges that are set out in the Agreement; or
 - (c) affects the ability of any other person or government to exercise and enjoy all the rights, authorities, jurisdictions and privileges they would have if that right did not continue to exist,the Táichô First Nation and the persons who comprise it, as of the effective date, cede, release and surrender that land right to the extent required to achieve the purpose in 2.6.2.
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- 2.6.8 If the continued existence of a land right, that under 2.6.1 the Tăichô First Nation and the persons who comprise it agree not to exercise or assert,
- (a) results in the imposition on government or any person of any obligations related to that right;
 - (b) affects the ability of Tăichô Citizens, the Tăichô First Nation or the Tăichô Government to exercise and enjoy all their rights, authorities and jurisdictions that are set out in the Agreement; or
 - (c) affects the ability of any other person or government to exercise and enjoy all the rights, authorities and jurisdictions they would have if that right did not continue to exist,
- the Tăichô First Nation and the persons who comprise it, as of the effective date, cede, release and surrender that land right to the extent required to achieve the purpose in 2.6.2.

- 2.6.9 2.6.1 to 2.6.8 do not apply, in relation to any person described in (b)(iii) of the definition in 1.1.1 of "Tăichô First Nation" if that person was not a registered band member at any time after the date of the initialling of the Agreement and has never been a Tăichô Citizen, to any Aboriginal or treaty right that person may have as a descendant of a person who is not described in (a) or (b) of that definition.

2.7 OTHER ABORIGINAL PEOPLES

- 2.7.1 No provision in the Agreement shall be construed to

- (a) recognize or provide any rights under section 35 of the *Constitution Act, 1982* for any Aboriginal people other than the Tăichô First Nation; or
- (b) affect
 - (i) any treaty right under section 35 of the *Constitution Act, 1982* of any Aboriginal people other than the Tăichô First Nation, where the right existed before the provision of the Agreement was in effect, or
 - (ii) any Aboriginal rights under section 35 of the *Constitution Act, 1982* of any Aboriginal people other than the Tăichô First Nation.

- 2.7.2 If a superior court of a province or territory, the Federal Court of Canada or the Supreme Court of Canada finally determines that 2.7.1 has the effect of rendering a provision of the Agreement wholly or partially inoperative or ineffective because that provision of the Agreement would otherwise affect rights under section 35 of the *Constitution Act, 1982* of any Aboriginal people other than the Tăichô First Nation,

- (a) upon notice by a Party, the Parties shall enter into negotiations for the amendment of the Agreement in order to resolve any problems caused by that provision being inoperable or ineffective and to provide new or replacement rights that are equivalent to or compensate for any rights of Tăichô Citizens, the Tăichô First Nation or the Tăichô Government that would have been enjoyed under the provision; and
- (b) if the Parties fail to reach agreement on an amendment under (a) within 90 days of the notice, a Party may refer the matter for resolution in accordance with chapter 6.

- 2.7.3 Government shall not, after the effective date, confirm or grant any priority or exclusive land rights in Wek'êezhîi for another Aboriginal people, unless the Agreement is amended to confirm equivalent land rights for the Tăichô First Nation. This does not apply to a confirmation or grant of an interest in land to be held by the other Aboriginal people.
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- 2.7.4 Subject to any agreement between the Tāichō First Nation and the Inuit of Nunavut, and notwithstanding any provision of chapter 10 or 12, the Inuit of Nunavut have the right to harvest wildlife within those areas of Mōwhi Gogha Dē Nīitā'ēe outside Nunavut which they have traditionally used and continue to use for that purpose, on a basis equivalent to Tāichō Citizens under those chapters.
- 2.7.5 Notwithstanding any other provision in the Agreement, the Tāichō Government may, pursuant to an agreement with another Aboriginal people, agree to share with that Aboriginal people wildlife harvesting and wildlife management rights of Tāichō Citizens, the Tāichō First Nation or the Tāichō Government under this Agreement, provided that no such sharing agreement shall affect the rights of persons who are not party to that sharing agreement.
- 2.8 INTERPRETATION
- 2.8.1 The Agreement shall be the entire agreement and there is no representation, warranty, collateral agreement or condition affecting the Agreement except as provided by the Agreement.
- 2.8.2 Unless otherwise provided in the Agreement and to the extent consistent with the Agreement, legislation shall apply to the Tāichō Government, Tāichō Citizens and Tāichō lands, waters in, on or under Tāichō lands and resources on or in such lands and waters.
- 2.8.3 Where there is any inconsistency or conflict between the provisions of the settlement legislation or the Agreement and the provisions of any other legislation or Tāichō laws, the provisions of the settlement legislation or the Agreement, as the case may be, shall prevail to the extent of the inconsistency or conflict.
- 2.8.4 Where there is any inconsistency or conflict between the settlement legislation and the Agreement, the Agreement shall prevail to the extent of the inconsistency or conflict.
- 2.8.5 Notwithstanding any provision of the Agreement, government may authorize any body or person to act on its behalf, or may identify, or change the identification of, which of its Ministers is responsible for the subject matter of a provision, by legislation or an order of the Governor in Council, in respect of the Government of Canada, or the Commissioner in Executive Council, in respect of the Government of the Northwest Territories.
- 2.8.6 For greater certainty, inclusion in a list in part 2 of the appendix to chapter 9 or in part 2 of the appendix to chapter 18 of the description of an instrument does not correct any defect in the instrument that may exist immediately before the effective date, except that if a listed instrument relating to land under the control of the Governor in Council was granted under territorial legislation it shall be deemed to have been under the administration and control of the Commissioner of the Northwest Territories at the time of the grant.
- 2.9 VALIDITY OF AGREEMENT
- 2.9.1 None of the Parties or the Tāichō Government shall challenge the validity of any provision of the Agreement.
- 2.9.2 Subject to 2.6, none of the Parties or the Tāichō Government shall have a claim or cause of action based on a finding that any provision of the Agreement is invalid.
- 2.9.3 If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the Parties shall make best efforts to amend the Agreement to remedy the invalidity or replace the invalid provision.
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2.10 AMENDMENT

- 2.10.1 Except as provided in 2.10.9, 9.1.5, 9.6.3, 18.1.4 and 18.3.3, the Agreement may only be amended with the consent of the Parties as evidenced by
- (a) in respect of the Government of Canada,
 - (i) an order of the Governor in Council, or
 - (ii) in the case of an amendment to part 1 of the appendix to chapter 1 or under 9.1.3, 9.6.2, 18.1.2, 18.3.2 or 19.8.1, the signature of the Minister of Indian Affairs and Northern Development;
 - (b) in respect of the Government of the Northwest Territories,
 - (i) an order of the Commissioner in Executive Council,
 - (ii) in the case of an amendment to part 1 of the appendix to chapter 1, the signature of the Minister of Aboriginal Affairs,
 - (iii) in the case of an amendment under 9.1.3, 18.1.2, or 19.8.1, the signature of the Minister of Municipal and Community Affairs, or
 - (iv) in the case of an amendment under 9.6.2 or 18.3.2, the signature of the Minister of the Department of Resources, Wildlife and Economic Development; and
 - (c) in respect of the Tàichò First Nation, the instrument designated for this purpose by the Tàichò Constitution.
- 2.10.2 If the Tàichò Government proposes the exercise, by Tàichò Citizens, the Tàichò First Nation or the Tàichò Government, of a right that is not a land right and that is not set out in the Agreement, the Parties shall enter into discussions to determine what their interests are in relation to the proposed right. The Parties may, after these discussions, agree to enter into negotiations for the amendment of the Agreement to incorporate the proposed right.
- 2.10.3 If the Parties do not agree to enter into negotiations within 90 days of receipt under 2.10.2 by government of the proposed right or do not consent to the text of the amendment within one year of agreement to enter into negotiations or such longer period set by the Parties, the Tàichò Government may apply to the Supreme Court of the Northwest Territories for a decision on whether the proposed right is an Aboriginal right of the Tàichò First Nation. Government has the status of a party in any such application.
- 2.10.4 The Tàichò Government may not make an application under 2.10.3 if it has already made an application in relation to the same or another proposed right within the preceding five years.
- 2.10.5 If the highest court in which an application under 2.10.3 is considered confirms the existence of an Aboriginal right of the Tàichò First Nation, the Parties shall enter into negotiations to incorporate the right into the Agreement.
- 2.10.6 If the Parties fail to consent to the text of an amendment within one year of the decision by the highest court in which an application under 2.10.3 is considered, or such longer period set by the Parties, the Tàichò Government may submit the issue, as to the text of the amendment, for resolution in accordance with chapter 6.
- 2.10.7 Subject to 2.10.8, an arbitrator under 6.5 is limited to drafting the text to fit the language and format of the Agreement, after consultation with the Parties,
- (a) in order to describe the nature and scope of the right, as confirmed by the court; and
 - (b) where the right includes a law-making power, in order to confirm that
 - (i) the law-making power is concurrent with that of government,
 - (ii) a federal law of overriding national importance prevails over any conflict between it and a Tàichò law made under that power, to the extent of the conflict,
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- (iii) a provision of federal legislation that implements an obligation of the Government of Canada under an international agreement prevails over any conflict between it and a Tăichô law made under that power, to the extent of the conflict,
 - (iv) except where provided otherwise by the court, federal legislation other than that referred to in (ii) or (iii) prevails over any conflict between it and a Tăichô law made under that power, to the extent of the conflict,
 - (v) a provision of a territorial law that implements an obligation of the Government of Canada under an international agreement prevails over any conflict between it and a Tăichô law made under that power, to the extent of the conflict, and
 - (vi) except where provided otherwise by the court, a Tăichô law made under that power prevails over any conflict between it and territorial legislation other than that referred to in (v), to the extent of the conflict.
- 2.10.8 The arbitrator shall not include in the draft text any financing obligations for any of the Parties notwithstanding any finding of the court.
- 2.10.9 The Agreement shall be considered to be amended in accordance with the text drafted by the arbitrator. The amendment shall be deemed to have been made 30 days after the release of the arbitrator's decision.
- 2.10.10 For the purpose of 2.10.7(b)(ii), a federal law of overriding national importance includes a federal law that relates to preservation of peace, order and good government, that relates specifically to the criminal law, human rights or the protection of health and safety of all Canadians or that is essential to national security.
- 2.10.11 For the purpose of 2.10.2, the tax treatment of Tăichô Citizens will be deemed to be set out in the Agreement.
- 2.10.12 For the purpose of 2.10.2, a right that is a law-making power shall be considered to be set out in the Agreement where the power is in relation to any of the following:
- (a) businesses, occupations and activities on Tăichô lands;
 - (b) intoxicants, weapons and dangerous substances on Tăichô lands;
 - (c) Tăichô language and culture of the Tăichô First Nation;
 - (d) traditional Tăichô medicine;
 - (e) heritage resources;
 - (f) training and education, except post-secondary education;
 - (g) social assistance, child and family services, guardianship, trusteeship and adoption;
 - (h) wills, intestacy and administration of estates;
 - (i) marriage;
 - (j) taxation; and
 - (k) enforcement of Tăichô laws.
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2.11 CONSULTATION ON LEGISLATION

- 2.11.1 Government shall consult the Dogrib Treaty 11 Council or, when it is established, the Tāichō Government, in the planning of the institutions established by or under chapters 12 and 22 and the preparation of the settlement legislation and other legislation proposed to implement the provisions of the Agreement, including the preparation of any amendments to such legislation.

2.12 DISCLOSURE OF INFORMATION

- 2.12.1 Subject to 2.12.3, but notwithstanding any other provision of the Agreement, neither government, including the Tāichō community governments, nor the Tāichō Government is required to disclose any information that it is required or entitled to withhold under any legislation or Tāichō law relating to access to information or privacy.
- 2.12.2 Where government, including a Tāichō community government, or the Tāichō Government has a discretion to disclose any information, it shall take into account the objects of the Agreement in exercising that discretion.
- 2.12.3 Notwithstanding any legislation relating to access to information or privacy, government shall provide a Tāichō community government access to any information under its control, other than federal Cabinet documents or territorial Executive Council documents, that is required for the administration, by the Tāichō community government, of an interest listed in part 2 of the appendix to chapter 9 or a lease listed in part 3 of the appendix to chapter 9.

2.13 DEPOSIT OF AGREEMENT

- 2.13.1 The Minister of Indian Affairs and Northern Development shall cause a copy of the Agreement and of any amendments thereto, including any instrument giving effect to an amendment, to be deposited in
- (a) the Library of Parliament;
 - (b) the legislative library of the Government of the Northwest Territories;
 - (c) the main office of the Tāichō Government;
 - (d) the library of the Department of Indian Affairs and Northern Development that is situated in the National Capital Region;
 - (e) the office of the Registrar of Land Titles for the Northwest Territories;
 - (f) the regional office of the Department of Indian Affairs and Northern Development that is situated in the Northwest Territories; and
 - (g) such other places as the Minister deems necessary.

2.14 JURISDICTION OF COURTS

- 2.14.1 Subject to chapter 6, the Supreme Court of the Northwest Territories shall have exclusive jurisdiction in respect of any action or proceeding respecting the interpretation or application of the Agreement including the jurisdiction of the following bodies:
- (a) the Wek'ëezhii Renewable Resources Board;
 - (b) the Surface Rights Board;
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- (c) the Mackenzie Valley Environmental Impact Review Board; and
 - (d) the Wek'ëezhii Land and Water Board.
- 2.14.2 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction to review, on a question of law or jurisdiction,
- (a) an enrolment appeal decision under 3.5; and
 - (b) a decision of an arbitrator under 6.5.
- 2.14.3 The Supreme Court of the Northwest Territories shall have exclusive jurisdiction for probate and administration of estates of Tăichô Citizens resident in the Northwest Territories at the time of death.
- 2.14.4 For greater certainty, no Tăichô law shall be interpreted to affect the inherent jurisdiction of the Supreme Court of the Northwest Territories with respect to children and legally incompetent persons.
- 2.14.5 Unless otherwise agreed by government and the Tăichô Government,
- (a) the Territorial Court or a justice of the peace with authority in the Northwest Territories shall have jurisdiction to hear and determine proceedings for violations of Tăichô laws and to impose sanctions for such violations;
 - (b) in relation to a civil matter arising under Tăichô laws, the Supreme Court or Territorial Court of the Northwest Territories, if it has jurisdiction to hear and determine a similar civil matter arising under the laws of the Government of Canada or the Government of the Northwest Territories, shall have jurisdiction to hear and determine that matter arising under Tăichô laws, except where the Tăichô laws provide for it to be heard and determined other than by a court;
 - (c) the Supreme Court of the Northwest Territories shall have jurisdiction to review on a question of law or jurisdiction a final decision of a trustee or an administrative board, commission or tribunal or other body established by the Tăichô Government or, where Tăichô laws so provide, to hear and determine an appeal of such a decision;
 - (d) the Supreme Court of the Northwest Territories shall have jurisdiction to hear and determine a challenge to the validity of a Tăichô law or provision thereof; and
 - (e) in relation to a matter arising under Tăichô laws other than one described in any of (a) to (d), the Supreme Court or Territorial Court of the Northwest Territories or a justice of the peace with authority in the Northwest Territories, if that Court or justice has jurisdiction to hear and determine a similar matter arising under the laws of Canada or the Government of the Northwest Territories, shall have jurisdiction to hear and determine that matter arising under Tăichô laws, except where the Tăichô laws provide for it to be heard and determined other than by a court.
- 2.15 CHARTER OF RIGHTS AND FREEDOMS
- 2.15.1 The *Canadian Charter of Rights and Freedoms* applies to the Tăichô Government in respect of all matters within its authority.
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CHAPTER 3

ENROLMENT

3.1 ELIGIBILITY CRITERIA

- 3.1.1 Subject to 3.1.2, a person is eligible to be enrolled as a Tăichô Citizen if
- (a) that person is
 - (i) a Tăichô, and
 - (ii) a Canadian citizen or permanent resident of Canada;
 - (b) that person is a Tăichô but as a result of adoption as a child became a citizen of a country other than Canada; or
 - (c) that person is
 - (i) accepted pursuant to the community acceptance process in the Tăichô Constitution,
 - (ii) a Canadian citizen or permanent resident of Canada, and
 - (iii) resident in Môwhi Gogha Dê Nîitâ'ee at the date of enrolment.
- 3.1.2 A person is not eligible to be enrolled as a Tăichô Citizen while that person is enrolled under another land claims agreement.

3.2 ELIGIBILITY COMMITTEE AND REGISTRAR

- 3.2.1 The Eligibility Committee shall be composed of six persons appointed as follows:
- (a) four persons appointed by the Dogrib Treaty 11 Council except that any appointments after the effective date are to be made by the Tăichô Government; and
 - (b) two persons appointed by the Minister of Indian Affairs and Northern Development.
- 3.2.2 Before the end of the initial enrolment period, the Tăichô Government shall designate a person or group of persons as the registrar.
- 3.2.3 The Eligibility Committee is dissolved upon the designation of the person or group of persons, as registrar, by the Tăichô Government under 3.2.2. From the effective date, until it is dissolved, the Eligibility Committee shall perform the functions of the registrar.
- 3.2.4 The Eligibility Committee and the registrar shall determine its own procedures and rules which shall be in accordance with the principles of natural justice.

3.3 PRELIMINARY TĂICHÔ CITIZENS REGISTER

- 3.3.1 Before the date of the initialling of the Agreement, the Eligibility Committee shall prepare and provide information respecting eligibility to be enrolled as a Tăichô Citizen.
- 3.3.2 After all appeals have been dealt with under 4.6, and before the effective date, the Eligibility Committee shall consolidate the list of names
- (a) of children and other legally-incompetent persons identified in accordance with 4.5; and
 - (b) of persons whose names are on the Official Voters List produced under 4.7.1,
- and publish it as the preliminary Tăichô Citizens Register and provide copies to the Dogrib Treaty 11 Council and to government.
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3.4 MAINTENANCE OF TĂICHÔ CITIZENS REGISTER AFTER EFFECTIVE DATE

- 3.4.1 The registrar shall prepare information respecting the Register and the eligibility criteria required to be enrolled as a Tăichô Citizen and make that information available to persons eligible to be enrolled as Tăichô Citizens.
- 3.4.2 After the effective date, the registrar shall add to the Register the name of each person eligible to be enrolled as a Tăichô Citizen, and shall remove from the Register the name of any person and make corrections to the name of any person on the Register, upon application by
- (a) that person, if he or she is not a child and is legally competent;
 - (b) the parent or guardian of that person, if he or she is a child; or
 - (c) the legal representative of that person, if he or she is legally incompetent.
- 3.4.3 After the effective date, the registrar shall remove the names of the following persons from the Register:
- (a) a person who is dead;
 - (b) a person who is not a Canadian citizen or permanent resident of Canada, except where that person is eligible under 3.1.1(b);
 - (c) a person enrolled under another land claims agreement; and
 - (d) a person enrolled by mistake or on the basis of false or misleading supporting documentation.
- 3.4.4 A person's name shall not be removed under 3.4.3(b), (c) or (d) unless the person or, if that person is a child or is legally incompetent, his or her parent, where that parent has lawful authority to represent that person, or guardian or legal representative, has been given an opportunity to be heard.
- 3.4.5 For the purpose of enrolment in the Register under 3.4.2, to be considered as a Tăichô under (b) of the definition of "Tăichô" in 1.1.1, a person must,
- (a) at any time between the date of the initialling of the Agreement and the effective date, have been a registered band member; or
 - (b) be a descendant of a person referred to in (a).
- 3.4.6 Any person whose application under 3.4.2 is refused or whose name is removed from the Register under 3.4.3 may, within 60 days of notice of such decision, appeal in writing to the registrar.
- 3.4.7 The registrar shall give notice in writing of the reasons for any decision to refuse an application under 3.4.2 or to remove a name from the Register under 3.4.3 and of the right to appeal, including the period for making an appeal,
- (a) in the case of refusal to enrol, to the person from whom the application was received, and
 - (b) in the case of removal from the Register, to the person whose name was removed and any person who applied for its removal.
- 3.4.8 The registrar shall maintain a record of every person whose application under 3.4.2 is refused or whose name is removed from the Register under 3.4.3.
- 3.4.9 The registrar shall provide each Tăichô Citizen with proof of enrolment on the Register.
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- 3.4.10 The registrar shall publish the Register at least once a year.
 - 3.4.11 The registrar shall send to government and the Tàichò Government a copy of each annual publication of the Register as well as a notice of any alteration to the Register as soon as it is made.
 - 3.4.12 The registrar shall provide to every person reasonable access to the Register and, on request, a copy of it or any part thereof. The registrar may impose a reasonable fee for copies.
 - 3.5 ENROLMENT APPEAL PROCESS AFTER EFFECTIVE DATE
 - 3.5.1 Subject to 3.5.2, between the effective date and the date the Eligibility Committee is dissolved, appeals under 3.4.6 shall be heard by an appeal panel, composed of three persons appointed by the Eligibility Committee, at least two of whom are appointed on the recommendation of the Tàichò Government.
 - 3.5.2 The appeal panel shall complete its consideration of any appeal commenced but not completed before the dissolution of the Eligibility Committee.
 - 3.5.3 By the effective date, the Eligibility Committee shall establish procedures and rules for appeals to the appeal panel established under 3.5.1, and the panel may amend those procedures and rules.
 - 3.5.4 At the same time it designates a registrar under 3.2.2, the Tàichò Government shall establish an enrolment appeal process.
 - 3.5.5 The principles of natural justice shall apply to the enrolment appeal process.
 - 3.5.6 A decision on an appeal shall be made within 60 days of receipt of the appeal.
 - 3.6 COSTS
 - 3.6.1 The Government of Canada shall, until the end of the initial enrolment period, pay the costs incurred, in accordance with an approved budget, by the Eligibility Committee and its appeal panel and by the Tàichò Government registrar and its appeal body.
 - 3.6.2 The Eligibility Committee and, where applicable, the Tàichò Government shall prepare an operations budget for each year in the initial enrolment period and submit it to the Government of Canada. The Government of Canada may approve the budget as prepared or vary it and approve it as varied. The budget shall provide for funds reasonably required to fulfill the mandates of the Committee, the Tàichò Government registrar, where applicable, and their appeal panel or body and shall be in accordance with the Government of Canada's Treasury Board guidelines.
 - 3.6.3 After the initial enrolment period, the Tàichò Government shall bear the costs of the enrolment process, including the costs of its enrolment appeal process.
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CHAPTER 4

RATIFICATION PROCESS

4.1 GENERAL

- 4.1.1 Subject to 4.1.2 and 4.1.3, once the Agreement has been initialled by the chief negotiators, it shall be submitted by them to their principals for ratification in accordance with this chapter.
- 4.1.2 Before approval under 4.2.1(a), government and the Dogrib Treaty 11 Council may make available to the public copies of the Agreement initialled under 4.1.1, for information and comment.
- 4.1.3 If the chief negotiators agree to make changes to the Agreement whether as a result of comments received under 4.1.2, as a result of an overlap agreement concluded between the Dogrib Treaty 11 Council and another Aboriginal people or for any other reason, the chief negotiators shall initial the changed version of the Agreement and submit it to their principals for ratification in accordance with this chapter in place of the version initialled under 4.1.1.
- 4.1.4 Government shall consider the Agreement as soon as possible after approval by the Dogrib Treaty 11 Council under 4.2.1(a).
- 4.1.5 The Agreement shall be signed by the Grand Chief and the executive of the Dogrib Treaty 11 Council and by government as soon as possible after they have been authorized to sign.
- 4.1.6 The Government of the Northwest Territories shall recommend to the Legislative Assembly that the Agreement be approved, given effect and declared valid by territorial legislation.
- 4.1.7 After the federal Minister has signed the Agreement, the Government of Canada shall recommend the federal bill for settlement legislation to Parliament. The federal settlement legislation shall provide that the Agreement is approved, given effect and declared valid.

4.2 RATIFICATION BY TĂICHÔ

- 4.2.1 Tăichô ratification shall consist of
 - (a) approval of the Agreement by the Dogrib Treaty 11 Council;
 - (b) approval of the Agreement by a majority of the eligible voters through a ratification vote held in accordance with these provisions; and
 - (c) signing of the Agreement by the executive of the Dogrib Treaty 11 Council as authorized through the ratification vote.

4.3 RATIFICATION BY GOVERNMENT

- 4.3.1 Government of the Northwest Territories ratification shall consist of
 - (a) approval of the Agreement by the Executive Council;
 - (b) signing of the Agreement by the Minister authorized by the Executive Council; and
 - (c) the coming into force of territorial settlement legislation.
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4.3.2 Government of Canada ratification shall consist of

- (a) signing of the Agreement by the Minister; and
- (b) the coming into force of federal settlement legislation.

4.3.3 The federal settlement legislation shall be brought into force by a date set by a federal order in council, after consultation with the Dogrib Treaty 11 Council, and that date shall be more than two weeks after the order is made. The territorial settlement legislation shall be brought into force on the same date as the federal settlement legislation.

4.4 PRELIMINARY VOTERS LIST

4.4.1 The Eligibility Committee shall

- (a) set the date or dates of the Tăichô ratification vote;
- (b) prepare and distribute information respecting the Tăichô ratification vote, including eligibility for voting;
- (c) prepare a preliminary list of eligible voters, namely of every person who,
 - (i) applies, by the date immediately before the publication of that list, to have his or her name put on that list,
 - (ii) is, on the date that person applies, a Tăichô,
 - (iii) is, on the date that person applies, a Canadian citizen, a permanent resident of Canada or a citizen of another country as a result of adoption as a child,
 - (iv) is not, on the date that person applies, enrolled under another land claims agreement,
 - (v) will be at least 19 years of age before the final day of the vote, and
 - (vi) is, on the date that person applies, legally competent;
- (d) set the date by which appeals under 4.5.1 must be made, which shall be at least 90 days after the publication of the preliminary voters list, and specify that date on that list; and
- (e) publish the preliminary voters list in each Tăichô community, in Yellowknife and in any other location it considers appropriate.

4.4.2 For the purpose of the preliminary voters list, a person will be considered to be a Tăichô under (b) of the definition of "Tăichô" in 1.1.1 if that person is, at any time between the date of the initialling of the Agreement and the date the person applies to have his or her name on the preliminary voters list, a registered band member, but not if the person is just the descendant of a registered band member.

4.5 PRELIMINARY TĂICHÔ CITIZENS REGISTER

4.5.1 While preparing the preliminary voters list, the Eligibility Committee shall identify, for inclusion on the preliminary Tăichô Citizens Register under 3.3, the name of every person

- (a) whose parent, where that parent has lawful authority to represent that person, or guardian or legal representative applies, by the day before the date of publication under 4.4.1 of the preliminary list of eligible voters, to have that person's name put on the preliminary Register;
 - (b) who, on the date that person's parent, guardian or legal representative applies,
 - (i) is a Tăichô,
 - (ii) is a Canadian citizen, a permanent resident of Canada or a citizen of another country as a result of adoption as a child, and
 - (iii) is not enrolled under another land claims agreement; and
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- (c) who will be less than 19 years of age on the day before the effective date or who is legally incompetent.
 - 4.5.2 For the purpose of 4.5.1, a person will be considered to be a Tāichō under (b) of the definition of "Tāichō" in 1.1.1 if that person is, at any time between the date of the initialling of the Agreement and the date of the application under 4.5.1(a), a registered band member, but not if that person is just the descendant of a registered band member.
 - 4.6 APPEALS
 - 4.6.1 An appeal, in writing, may be made to the Eligibility Committee within the period set by it under 4.4.1(d),
 - (a) by a person whose name is not on the preliminary voters list to have his or her name included in the Official Voters List;
 - (b) by a person whose name is on the preliminary voters list to prevent the name of another person being included in the Official Voters List on the basis of ineligibility;
 - (c) by a person whose name is on the preliminary voters list to prevent his or her name from being included in the Official Voters List; and
 - (d) by any person whose application under 4.5.1(a) was rejected.
 - 4.6.2 The Eligibility Committee shall, in respect of an appeal under 4.6.1,
 - (a) hear it in the manner it considers appropriate;
 - (b) in the case of an appeal under 4.6.1(b), give the person alleged to be ineligible an opportunity to be heard;
 - (c) make its decision on the evidence available, which may include unsworn written statements and hearsay evidence;
 - (d) in the case of appeals respecting the Official Voters List, prior to publishing that list under 4.7.1, give its decision in writing to the appellant and, in the case of an appeal under 4.6.1(b), to the person alleged to be ineligible; and
 - (e) in the case of appeals respecting the list prepared under 4.5.1, give the decision in writing to the appellant prior to publishing the preliminary Tāichō Citizens Register under 3.3.2.
 - 4.6.3 The Eligibility Committee shall grant an appeal made under 4.6.1(c).
 - 4.6.4 The Eligibility Committee shall, whether or not an appeal has been made, correct any errors in the preliminary voters list, other than those that can be raised under 4.5.1(a) or (b), where those errors are brought to its attention within the period set by it under 4.4.1(d).
 - 4.6.5 A decision of the Eligibility Committee under 4.6 is final.
 - 4.7 OFFICIAL VOTERS LIST
 - 4.7.1 The Eligibility Committee shall, at least 30 days before the first day of the vote, revise the preliminary voters list in accordance with its decisions under 4.6 and produce it as the Official Voters List.
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4.8 INFORMATION CAMPAIGN

- 4.8.1 The Eligibility Committee shall be responsible for affording eligible voters a reasonable opportunity to review the substance and details of the Agreement.
- 4.8.2 The Eligibility Committee shall organize community meetings to provide eligible voters an opportunity to discuss the Agreement with representatives of the Tăichô First Nation and government.

4.9 RATIFICATION VOTE

- 4.9.1 The Eligibility Committee shall establish rules, consistent with these provisions, for the conduct of the ratification vote, including the establishment of polling stations.
 - 4.9.2 The ratification vote shall be held on the same date or dates in all of the polling stations.
 - 4.9.3 The date or dates of the ratification vote including the date of any advance poll and location of the polling stations shall be published in each community with a polling station at least 60 days before the first day of the vote.
 - 4.9.4 The ratification vote shall be by secret ballot.
 - 4.9.5 The form and contents of the ballot shall be approved by the chief negotiators.
 - 4.9.6 The Eligibility Committee shall receive and tabulate all ballots and publish the results in each Tăichô community, in Yellowknife and in any other location it considers appropriate, showing
 - (a) the total number of ballots cast;
 - (b) the total number of ballots approving the Agreement;
 - (c) the total number of ballots not approving the Agreement; and
 - (d) the total number of ballots spoiled or rejected.
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CHAPTER 5

IMPLEMENTATION AND TRAINING

5.1 IMPLEMENTATION PLAN

- 5.1.1 The implementation plan shall, in relation to the initial 10-year period following the effective date,
- (a) identify the obligations and activities required to implement the Agreement;
 - (b) identify the allocation of responsibility among the Parties for the activities;
 - (c) identify how the activities will be carried out by the Parties;
 - (d) identify time frames for the activities;
 - (e) identify, in relation to the implementation of the Agreement, funding obligations of the Parties, including funding for capital projects;
 - (f) identify the employment opportunities for Táichô Citizens to participate in the implementation of the Agreement; and
 - (g) address other matters agreed to by government and the Dogrib Treaty 11 Council.
- 5.1.2 The implementation plan is not part of the Agreement.
- 5.1.3 The implementation plan does not create legal obligations binding on the Parties, except to the extent that the plan expressly provides otherwise for funding obligations.
- 5.1.4 The list of obligations and activities set out in the implementation plan is without prejudice to the right of any Party to assert that additional obligations or activities are required to implement the Agreement.
- 5.1.5 The implementation plan may provide that funding for certain identified activities may be made available prior to effective date.

5.2 IMPLEMENTATION COMMITTEE

- 5.2.1 Within two months of the effective date, an Implementation Committee shall be established.
- 5.2.2 The Implementation Committee shall consist of three persons: one person representing and designated by the Government of Canada; one person representing and designated by the Government of the Northwest Territories; and one person representing and designated by the Táichô Government.
- 5.2.3 Decisions of the Implementation Committee shall be by unanimous agreement.
- 5.2.4 The Implementation Committee shall oversee the implementation of the Agreement by
- (a) monitoring the status of the implementation plan;
 - (b) revising activities and funding levels identified in the implementation plan, to the extent authorized by the plan;
 - (c) attempting to resolve implementation issues, without in any way affecting the application of chapter 6;
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(d) making recommendations to the Parties respecting the implementation of the Agreement beyond the initial 10-year period; and

(e) providing the Parties with an annual report on the implementation of the Agreement.

5.2.5 Each Party shall be responsible for the costs of the participation of its representative to the Implementation Committee.

5.2.6 The Government of Canada shall be responsible for publishing the annual report.

5.3 TRAINING

5.3.1 In recognition of the importance of training to Táichó Citizens and in order for them to benefit fully from the Agreement, the Government of Canada and the Táichó Government shall make best efforts to provide for a mechanism to capitalize a Táichó charitable training trust.

CHAPTER 6

DISPUTE RESOLUTION

6.1 GENERAL

- 6.1.1 Before invoking a court process to resolve a dispute of the following type, a party to the dispute shall, in accordance with any rules of the administrator, attempt to resolve the dispute through discussion and by mediation under 6.4:
- (a) any matter which the Agreement stipulates may be resolved in accordance with this chapter;
 - (b) a dispute between government and the Táichô Government concerning the interpretation or application of the Agreement; or
 - (c) any matter which an agreement between government and the Táichô Government stipulates may be resolved in accordance with this chapter or may be dealt with under 6.4.
- 6.1.2 Where a Táichô Citizen has a right of action in relation to the Agreement, the Táichô Government may, with the consent of the Táichô Citizen, bring that action on behalf of the Táichô Citizen.
- 6.1.3 The parties to a dispute referred to in 6.1.1 may at any time resolve their dispute by an agreement in writing. Notification of any such agreement shall be provided to a Party who is not a party to the dispute and to the administrator when mediation or arbitration is underway.
- 6.1.4 During discussions under 6.1.1 and mediation under 6.4, all communications concerning the dispute shall be "without prejudice". For the purposes of such discussions or mediation, the parties to a dispute shall treat documents or communications as confidential unless they agree otherwise. The report of a mediator shall be confidential unless the parties to the dispute agree otherwise.
- 6.1.5 Where the mediation process under 6.4 applies to a matter, no other mediation process provided by law applies, and where the arbitration process under 6.5, 6.6 or 6.7 applies to a matter, no other arbitration process provided by law applies.

6.2 APPOINTMENT OF DISPUTE RESOLUTION ADMINISTRATOR

- 6.2.1 As soon as possible after the effective date, the Parties shall jointly appoint a dispute resolution administrator and a deputy to act as administrator during any period while the administrator is unable to act. The Parties shall fill any vacancy without delay.
- 6.2.2 In the absence of an administrator and deputy administrator, a judge of the Supreme Court of the Northwest Territories shall on application of one of the Parties exercise the functions of the administrator under 6.4 and 6.5, until one is appointed under 6.2.1.
- 6.2.3 The term of appointment of the administrator and the deputy shall be six years and the administrator and the deputy may be reappointed.
- 6.2.4 The administrator or the deputy may be removed for cause by joint decision of the Parties.
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- 6.2.5 The administrator and the deputy shall be remunerated at a rate set by government for time worked which shall be within the range set by government for public servants performing equivalent functions, and shall be paid for reasonable expenses incurred by them that are consistent with Treasury Board guidelines for public servants.
- 6.2.6 The administrator, in consultation with the Parties, shall prepare an annual budget and submit it to government. Government may approve the budget as submitted or vary it and approve it as varied. The budget shall provide for the funds reasonably required to fulfill the mandate of the administrator and the deputy, including those required to pay remuneration and expenses under 6.2.5.
- 6.2.7 Costs incurred by the administrator and the deputy in accordance with the approved budget, including their remuneration and expenses, shall be a charge on government.
- 6.3 GENERAL FUNCTIONS OF ADMINISTRATOR
- 6.3.1 The administrator shall
- (a) from time to time, invite each of the Parties to provide, within a period specified by the administrator, a list of recommended candidates to act as mediators and arbitrators;
 - (b) in accordance with 6.3.2, establish and maintain from the lists a roster of no more than 12 persons;
 - (c) in consultation with the Parties, establish rules for mediation, including rules setting criteria for determining whether there have been adequate attempts to resolve a dispute by discussion for the purpose of 6.1.1 and 6.4.1;
 - (d) in consultation with the Parties, establish rules for arbitration, which shall provide for an expeditious and, where appropriate, informal process;
 - (e) in accordance with 6.4 and 6.5, appoint mediators and arbitrators; and
 - (f) maintain a public record of arbitration decisions.
- 6.3.2 The administrator shall identify the persons on the lists who the administrator considers to have a familiarity with the circumstances of the Parties and their relationships or with analogous circumstances and relationships, and to have the skills and abilities to act as mediators and arbitrators. The administrator shall notify each Party of any person recommended by it who does not meet this standard and give an opportunity for it to recommend an additional candidate. The administrator shall put on the roster all those on a list who meet the standard except that if there are more than 12 such persons, the administrator shall put on the roster the 12 best qualified.
- 6.3.3 If there are no persons on the roster or none who are available, upon receipt of a request for mediation or arbitration, the administrator shall, after consultation with the parties to the dispute, appoint a person as mediator or arbitrator who the administrator considers to have the skills and abilities to act as the mediator or arbitrator for the matter in dispute.
- 6.4 MEDIATION
- 6.4.1 The administrator shall not accept a request for mediation from a party to a dispute until that party has, in accordance with any rules of the administrator, attempted to resolve that dispute by discussion.
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- 6.4.2 Subject to 6.4.1, the administrator shall appoint a mediator agreed to by the parties to a dispute or, in the absence of agreement, from the roster or under 6.3.3, upon receiving a request from a party to a dispute in respect of
- (a) any matter which the Agreement stipulates shall or may be resolved in accordance with this chapter;
 - (b) a dispute between government and the Taiichô Government concerning the interpretation or application of the Agreement; or
 - (c) any matter which an agreement between government and the Taiichô Government stipulates shall or may be resolved in accordance with this chapter or shall or may be dealt with under 6.4.
- 6.4.3 The mediator shall, without delay, consult with the parties to the dispute and arrange for the commencement of the mediation.
- 6.4.4 Unless the parties to the dispute agree otherwise, the mediation shall be held in the Northwest Territories.
- 6.4.5 The mediation shall be concluded within a period of four hours from its commencement unless the parties to the dispute and the mediator agree to an extension.
- 6.4.6 Subject to 6.2.7, all costs of mediating a dispute, including the remuneration and expenses of the mediator, but excluding the costs incurred by the parties to the dispute, shall be shared equally among the parties to the dispute, unless provided otherwise in the Agreement or in the Implementation Plan. Each party to the dispute is responsible for the costs incurred by it.
- 6.4.7 Upon termination of the mediation proceedings, the mediator shall submit a mediation report, including the degree to which the parties to the dispute reached any agreement, to
- (a) the parties to the dispute;
 - (b) the administrator;
 - (c) the Surface Rights Board, in the case of a dispute that would be referred to that Board under 6.6; and
 - (d) the Wek'ëezhii Land and Water Board, in the case of a dispute that would be referred to that Board under 6.7.
- 6.5 ARBITRATION
- 6.5.1 The administrator shall not accept a request to arbitrate from a party to a dispute until that party has, in accordance with any rules of the administrator, participated in mediation conducted in accordance with 6.4.
- 6.5.2 Subject to 6.5.1, the administrator shall appoint an arbitrator agreed to by the parties to the dispute or, in the absence of agreement, from the roster or under 6.3.3, upon receiving a request from a party to a dispute in respect of
- (a) any matter which the Agreement stipulates shall or may be resolved in accordance with this chapter, except the matters required by 6.6.1 or 6.7.1 to be referred to the Board identified in 6.6 or 6.7 or by 6.8.1 to be referred to an arbitration committee appointed under the *National Energy Board Act*;
 - (b) a dispute between government and the Taiichô Government concerning the interpretation or application of the Agreement where the parties to the dispute agree in writing to be bound by an arbitration decision in accordance with this chapter; or
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- (c) a matter which an agreement between government and the Tāichō Government stipulates shall or may be resolved in accordance with this chapter.
 - 6.5.3 Unless the parties to the dispute otherwise agree, a person who has acted as mediator in a dispute cannot act as an arbitrator for that dispute.
 - 6.5.4 A Party that is not a party to the dispute may participate in any arbitration as a party to the dispute.
 - 6.5.5 An arbitrator may allow any person that is not a party to the dispute, on application and on such terms as the arbitrator may order, to participate, as an intervener, in an arbitration if, in the opinion of the arbitrator, the interest of that person may be directly affected by the arbitration.
 - 6.5.6 Subject to the rules of the administrator and the other provisions of the Agreement and to the provisions of an intergovernmental services agreement in relation to a matter referred to in 6.5.2(c), and in addition to any other powers provided by the Agreement, the arbitrator may, in relation to any matter before the arbitrator,
 - (a) determine all questions of procedure, including the method of giving evidence;
 - (b) make an award, including interim relief;
 - (c) provide for the payment of interest and costs;
 - (d) subpoena witnesses;
 - (e) administer oaths or affirmations to witnesses;
 - (f) refer questions of law to the Supreme Court of the Northwest Territories; and
 - (g) correct clerical errors in the arbitration decisions.
 - 6.5.7 A decision of an arbitrator shall be conclusive and binding on the parties to the dispute and shall not be challenged by appeal or review in any court except on the ground that the arbitrator has erred in law or exceeded his or her jurisdiction.
 - 6.5.8 Subject to 6.2.7, each party to a dispute shall bear its own costs and an equal share of the other costs of the arbitration including the remuneration and expenses of the arbitrator, except where the arbitrator decides to impose the responsibility for costs on just one or some of the parties to the dispute or to distribute it among those parties in a different manner.
 - 6.5.9 Any intervener shall bear its own costs.
 - 6.5.10 A party to the dispute may, after the expiration of 14 days from the date of the release of an arbitration decision or order or from the date provided in the decision for compliance, whichever is later, file in the Registry of the Supreme Court of the Northwest Territories a copy of the decision and the decision or order shall be entered as if it were a decision or order of the Court, and on being entered shall be deemed, for all purposes except for an appeal from it, to be an order of the Supreme Court of the Northwest Territories and enforceable as such.
 - 6.5.11 Where requested by a party to a dispute, any information provided by that party shall be kept confidential among the parties to the dispute, the arbitrator and its agents.
 - 6.5.12 In respect of an access order for Tāichō lands, 6.6.5 to 6.6.10 apply to the arbitrator as if the arbitrator was the Surface Rights Board and to an order of the arbitrator as if it were an access order from that Board.
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6.6 SURFACE RIGHTS BOARD

- 6.6.1 If a Surface Rights Board is established by legislation as an institution of public government with jurisdiction over matters relating to access and compensation in an area larger than, but which includes, **Wek'eezhli**, and that jurisdiction accords with the provisions set out in 6.6, the matters specified in 19.3.3, 19.4.4, 19.4.6, 19.4.7 and 19.5.7 shall be referred by a party to the dispute to the Board for resolution instead of to the administrator for resolution by arbitration under 6.5.
- 6.6.2 Members of the Surface Rights Board shall be residents of the Mackenzie Valley. When dealing with **Táichó** lands, the Board shall act through a panel of its members at least one of whom shall be a resident of **Wek'eezhli**.
- 6.6.3 The costs of the Surface Rights Board incurred in accordance with an approved budget shall be a charge on government. The Board shall prepare an annual budget and submit it to government. Government may approve the budget as submitted or vary it and approve it as varied.
- 6.6.4 The Surface Rights Board shall not accept a request to resolve a dispute in relation to the matters referred to in 6.6.1 from a party to a dispute until that party has participated in mediation conducted in accordance with 6.4.
- 6.6.5 The Surface Rights Board may, with respect to an access order for **Táichó** lands,
- (a) establish, as a condition of access, a requirement to pay compensation for the use of the lands including compensation for unforeseen damage that may result from the access;
 - (b) grant the order before any compensation for such access has been determined;
 - (c) establish, as a condition of access, the right of the **Táichó** Government to verify that the access is being exercised in accordance with any applicable condition established by the Agreement or the Board;
 - (d) periodically review the order or any conditions, including compensation;
 - (e) terminate the order, after a hearing, where the lands are no longer being used for the purpose authorized; and
 - (f) award costs.
- 6.6.6 In determining compensation payable in respect of access to **Táichó** lands, the Surface Rights Board shall consider all relevant factors, including
- (a) the market value of the land;
 - (b) loss of use of the land to **Táichó** Citizens;
 - (c) effect on wildlife harvesting;
 - (d) adverse effect of the use upon lands retained by **Táichó** Citizens;
 - (e) damage which may be caused to the land used;
 - (f) nuisance, inconvenience and noise;
 - (g) the cultural and other special value of the land to the **Táichó** First Nation;
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- (h) the cost associated with any inspection rights established by the Surface Rights Board as a condition of access; and
 - (i) such other factors as may be provided for in the legislation establishing the Board, but shall not consider the reversionary value of the land after the use terminates, or any entry fee payable.
- 6.6.7 Any conditions set by the Surface Rights Board in an access order shall be consistent with any conditions established for the activity in question by a regulatory authority and, in the event of a conflict between them, the latter shall prevail.
- 6.6.8 Prior to exercising a right of access on Tăichô lands under an access order from the Surface Rights Board, the person with the right shall pay to the Tăichô Government an entry fee, to be prescribed by legislation, and 80 percent of the last compensation offer made before the matter was referred to the Surface Rights Board.
- 6.6.9 Where an access order for Tăichô lands is granted before compensation is determined, a hearing to determine compensation shall be held not later than 30 days from the date of the access order.
- 6.6.10 Where any preconditions to a right of access have been satisfied, the Surface Rights Board has discretion only with respect to the conditions on which the access may be exercised and cannot refuse to issue the access order.
- 6.7 WEK'ĒEZHĪ LAND AND WATER BOARD
- 6.7.1 The matters specified in 19.7.5, 19.7.6 and 21.5.4, except for a dispute on the amount of any payment for the value of the materials supplied or for the exercise of access, shall be referred by a party to the dispute to the Wek'ēezhī Land and Water Board for resolution instead of to the administrator for resolution by arbitration under 6.5.
- 6.7.2 The Wek'ēezhī Land and Water Board shall not accept a request to resolve a dispute from a party to a dispute in relation to the matters referred to in 6.7.1 until that party has participated in mediation conducted in accordance with 6.4.
- 6.7.3 A decision of the Wek'ēezhī Land and Water Board on a dispute accepted by it for resolution shall be conclusive and binding on the parties to the dispute and shall not be challenged by appeal or review in any court except on the ground that the Wek'ēezhī Land and Water Board has erred in law or exceeded its jurisdiction.
- 6.8 NATIONAL ENERGY BOARD ACT EXPROPRIATION
- 6.8.1 A dispute as to compensation for Tăichô lands expropriated under the *National Energy Board Act* shall be referred to an arbitration committee appointed under that Act instead of to the administrator for resolution by arbitration under 6.5 except that the committee shall include at least one nominee of the Tăichô Government.
- 6.8.2 An arbitration committee shall not be appointed under the *National Energy Board Act* for a dispute referred to in 6.8.1 until the parties to the dispute have participated in mediation conducted in accordance with 6.4 or negotiation in accordance with that Act.
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CHAPTER 7

TÀICHÒ GOVERNMENT

7.1 TÀICHÒ CONSTITUTION

- 7.1.1 The Tàichò Government is established at the effective date. The Constitution for that Government shall be established before the date the ratification process commences.
- 7.1.2 In addition to anything else necessary in relation to the Tàichò Government, the Tàichò Constitution shall provide for
- (a) governing bodies and the exercise of their powers and duties and their composition, membership and procedures;
 - (b) protections for Tàichò Citizens and for other persons to whom Tàichò laws apply, by way of rights and freedoms no less than those set out in the *Canadian Charter of Rights and Freedoms*;
 - (c) a system of political and financial accountability to Tàichò Citizens;
 - (d) the challenging of the validity of Tàichò laws by any person directly affected by such laws and the quashing of invalid laws;
 - (e) implementation of the principle that persons directly affected by any programs or services delivered by any Tàichò Government institution should have an opportunity to participate in the decision making process with respect to the management and delivery of those programs and services;
 - (f) the possibility that persons who are not Tàichò Citizens may be appointed or elected as members of Tàichò Government institutions; and
 - (g) amendment of the Constitution by Tàichò Citizens.
- 7.1.3 The governing body of the Tàichò Government that exercises its law making powers and its primary executive functions will include at least
- (a) a Grand Chief elected at large by eligible Tàichò Citizens;
 - (b) the Chief of each Tàichò community government; and
 - (c) one representative from each Tàichò community elected by the residents of that community.
- 7.1.4 To the extent of any conflict between the Tàichò Constitution and the Agreement, the Agreement prevails.
- 7.1.5 Every person shall have reasonable access to a copy of the Tàichò Constitution during normal business hours, and, upon request, the Tàichò Government shall provide, at cost, copies of the Constitution.
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7.2 GENERAL POWERS

7.2.1 The Táichô Government is a legal entity with the legal capacity of a natural person, including but not limited to, the ability to

- (a) enter into contracts or agreements;
- (b) acquire and hold property, including real property, or any interest therein, sell or otherwise dispose of property or any interest therein;
- (c) raise, invest, expend and borrow money;
- (d) sue or be sued;
- (e) form corporations or any other legal entities; and
- (f) do such other things as may be conducive to the exercise of its rights, powers and privileges.

7.2.2 For greater certainty, the Táichô Government may establish trusts and administrative boards, commissions and tribunals and other bodies to perform functions identified in Táichô laws.

7.3 DELEGATION

7.3.1 The Táichô Government may delegate any of its powers, except the power to enact laws, to

- (a) a body or official established by a Táichô law;
- (b) government, including a department, agency or office of government;
- (c) a board or other public body established by legislation; or
- (d) a Táichô community government or other municipal government.

7.3.2 A delegation under 7.3.1 must be in writing and, if under 7.3.1(b), (c) or (d), must be agreed to by the delegate.

7.3.3 The Táichô Government has the capacity to enter into agreements to receive powers, including powers to enact laws, by delegation.

7.4 LAW MAKING POWERS

7.4.1 The Táichô Government has the power to enact laws in relation to

- (a) the structure of the Táichô Government and its internal management; and
- (b) the management and exercise of rights and benefits provided under the Agreement to Táichô Citizens, to the Táichô First Nation or to the Táichô Government including those related to harvesting of wildlife, plants and trees.

7.4.2 The Táichô Government has the power to enact laws in relation to the use, management, administration and protection of Táichô lands and the renewable and non-renewable resources found thereon, including, for greater certainty, laws respecting

- (a) the granting of interests in Táichô lands and the expropriation of such interests by the Táichô Government;
 - (b) land use plans for Táichô lands;
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- (c) businesses, occupations and activities of a local nature on Táichô lands;
- (d) the control or prohibition of the transport, sale, manufacture, possession or use of weapons and dangerous substances on Táichô lands;
- (e) the control or prohibition of the transport, sale, possession or use of intoxicants on Táichô lands; and
- (f) the requirement for an authorization from the **Wek'ezhii** Land and Water Board for use of Táichô lands where legislation provides an exemption from such a requirement.

7.4.3 The Táichô Government has the power to enact laws in relation to the following matters:

- (a) who may harvest fish in waters overlying Táichô lands;
- (b) which Táichô Citizens may harvest fish in waters in Mówhi Gogha Dè Níitá'ée;
- (c) use of waters overlying Táichô lands to promote fishery opportunities or activities such as aquaculture, fish stocking, fish hatcheries, trophy fish harvesting or catch and release fishing;
- (d) limits, other than total allowable harvest levels, on any species or stock of fish which may be harvested,
 - (i) by any person, in waters overlying Táichô lands, and
 - (ii) by Táichô Citizens in other waters in Mówhi Gogha Dè Níitá'ée;
- (e) limits on when fish harvesting may occur, including non-quota limitations such as limits on location, methods, quantities and seasons,
 - (i) in relation to any person, in waters overlying Táichô lands, and
 - (ii) in relation to Táichô Citizens, in other waters in Mówhi Gogha Dè Níitá'ée;
- (f) restrictions on the type of equipment or gear that may be used for fish harvesting, including methods of use and identification of gear and harvested fish
 - (i) by any person, in waters overlying Táichô lands, and
 - (ii) in relation to Táichô Citizens, in other waters in Mówhi Gogha Dè Níitá'ée;
- (g) identification designating
 - (i) any person who is authorized to harvest fish in waters overlying Táichô lands, and
 - (ii) a Táichô Citizen who is authorized to harvest fish in other waters in Mówhi Gogha Dè Níitá'ée;
- (h) identification of fish transported outside Táichô lands or Mówhi Gogha Dè Níitá'ée by Táichô Citizens;
- (i) fish allocations received from the **Wek'ezhii** Renewable Resources Board; and
- (j) other items in regard to fish management as agreed to by the Táichô Government and government and confirmed in legislation.

7.4.4 The Táichô Government has the power to enact laws in relation to

- (a) protection of spiritual and cultural beliefs and practices of Táichô Citizens and protection and promotion of the Táichô language and of the culture of the Táichô First Nation;
 - (b) the use of Táichô language in operations of the Táichô Government and standards for the Táichô language;
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- (c) the practice of traditional medicine of Tăichô Citizens, including the certification of such practitioners;
- (d) heritage resources on Tăichô lands or in Tăichô communities;
- (e) training by the Tăichô Government for Tăichô Citizens;
- (f) social assistance, including social housing, for Tăichô Citizens on Tăichô lands or in a Tăichô community, provided that such laws provide for standards, including standards for equitable access, portability and availability of appeal mechanisms;
- (g) child and family services for Tăichô Citizens on Tăichô lands or in a Tăichô community, provided that such laws provide for standards, including standards for the application of the principle of acting in the best interests of the child;
- (h) guardianship and trusteeship of adult Tăichô Citizens on Tăichô lands or in a Tăichô community, except in relation to persons who are subject to the *Mental Health Act*, provided that such laws provide for standards, including standards for the application of the principles of natural justice and the promotion of the safety and well-being of those persons;
- (i) adoption, in the Northwest Territories, by a Tăichô Citizen of a child who is a Tăichô Citizen provided that such laws provide for adoption in accordance with the principle of acting in the best interests of the child and are consistent with any territorial legislation of general application requiring consent or notification of a biological parent;
- (j) education, except post-secondary, for Tăichô Citizens in Tăichô communities or on Tăichô lands, including the teaching of the Tăichô language and the history and culture of the Tăichô First Nation but not including the certification of teachers;
- (k) pre-schooling and early childhood development programs for Tăichô Citizens in Tăichô communities or on Tăichô lands;
- (l) wills, intestacy and administration of estates of Tăichô Citizens resident in the Northwest Territories at the time of death;
- (m) certification of persons to teach the Tăichô language and the history and culture of the Tăichô First Nation;
- (n) solemnization of marriage on Tăichô lands or in a Tăichô community, including conditions under which individuals appointed by the Tăichô Government may solemnize marriages; and
- (o) provision of services to Tăichô Citizens by the Tăichô Government for the resolution of disputes by processes other than courts.

7.4.5 The Tăichô Government has the power to enact laws for Tăichô Government purposes in relation to direct taxation of Tăichô Citizens on Tăichô lands or in a Tăichô community.

7.4.6 The powers to enact laws in relation to any of the matters set out in 7.4.1 to 7.4.5 includes the power to enact laws for the enforcement of those laws, including laws

- (a) establishing powers of search, seizure, arrest and detention;
 - (b) providing for the appointment of enforcement officers and identifying their specific duties; and
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- (c) providing for the imposition of fines, imprisonment or other sanctions of a type authorized by legislation, or for the imposition of other sanctions consistent with the culture and customs of the Tăichô First Nation.

7.5 LIMITATIONS AND CONDITIONS

- 7.5.1 The power to enact laws in relation to the matters set out in 7.4.2 does not include the power to enact laws authorizing the use of water or the deposit of waste in water.
 - 7.5.2 The only laws that may be enacted under 7.4 in relation to fish and fish habitat are those set out in 7.4.3.
 - 7.5.3 7.5.1 and 7.5.2 do not restrict any power under 7.4.1 or 7.4.2 to enact laws respecting habitat for wildlife other than fish.
 - 7.5.4 The power to enact laws in relation to the matters set out in 7.4.4(d) does not include the power to enact laws affecting private property rights in heritage resources.
 - 7.5.5 The Government of the Northwest Territories shall develop, and amend as necessary, core principles and objectives for social assistance, social housing, child and family services, guardianship and trusteeship of adults and pre-schooling and early childhood development. In developing these principles and objectives, the Government of the Northwest Territories shall consult the Tăichô Government. Standards established by the Government of the Northwest Territories and Tăichô Government shall be compatible with these core principles and objectives.
 - 7.5.6 The Tăichô Government shall provide to the Government of the Northwest Territories notice of adoptions under 7.4.4(i) laws and of marriages under 7.4.4(n) laws.
 - 7.5.7 Curriculum, examination and other standards established under 7.4.4(j) shall be designed with the objective of permitting transfers of students between and within provincial and territorial school systems at a similar level of achievement and enabling qualified students to gain admission to provincial and territorial post-secondary education systems.
 - 7.5.8 The power to enact laws in relation to the matters set out in 7.4.4(o) does not include the power to require persons to submit to any dispute resolution process without their consent.
 - 7.5.9 Except where expressly applicable only to Tăichô Citizens, the power to enact laws in relation to the matters set out in 7.4 includes the power to enact laws that are applicable to persons who are not Tăichô Citizens.
 - 7.5.10 The power to enact laws in relation to the matters set out in 7.4 does not include the power to enact laws
 - (a) regulating professions or certifying trades or occupations;
 - (b) authorizing the manufacture of intoxicants;
 - (c) preventing any person from exercising a right of access under chapter 19 or imposing any conditions on the exercise of such rights, except conditions agreed to by government in accordance with 19.1.9, conditions allowed by 19.2.3, or conditions established in accordance with chapter 6 where that process is expressly provided for in chapter 19;
 - (d) imposing any conditions on the exercise of a right or interest described in part 2 of the appendix to chapter 18, or any renewals, replacements, transfers or extensions of term thereof;
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- (e) establishing a permitting system for the use of the surface of Tăichô land;
 - (f) relating to broadcasting or telecommunications or to intellectual property;
 - (g) conferring the status of a corporation on a body;
 - (h) that are criminal laws or in relation to criminal procedure;
 - (i) establishing a court;
 - (j) providing for the imposition of fines or imprisonment beyond general limits provided for summary conviction offences in the *Criminal Code* for which no specific punishment is provided; or
 - (k) providing for the imposition of sanctions, other than those of a type authorized by legislation, on a person who is not a Tăichô Citizen without that person's consent.
- 7.5.11 For greater certainty, the power to enact laws in relation to the matters set out in 7.4.5 shall not limit the power of government or a Tăichô community government to impose or levy tax or enact laws in respect of taxation.
- 7.5.12 Any Tăichô law enacted in relation to the matters set out in 7.4.5 is subject to the obligations of the Government of Canada under international treaties, conventions and protocols respecting taxation.
- 7.5.13 Before enacting a law in relation to the matters set out in 7.4.2, the Tăichô Government shall consult with government.
- 7.5.14 Before enacting a law in relation to a matter set out in 7.4.4(d) that is applicable in a Tăichô community or a law that applies to Tăichô land that is under water and is adjacent to a Tăichô community, the Tăichô Government shall consult with the Tăichô community government.
- 7.5.15 Before enacting a law in relation to a matter set out in any of 7.4.4(f) to (l), the Tăichô Government shall consult with the Government of the Northwest Territories.
- 7.5.16 When the Government of the Northwest Territories is of the opinion that a Tăichô law in relation to a matter set out in any of 7.4.4(f) to (l) has rendered territorial legislation partially inoperative, unreasonably alters the character of the legislation, or makes it unduly difficult to administer that legislation, the Government of the Northwest Territories, including a community government, may amend its legislation.
- 7.6 JUDICIAL PROCEEDINGS
- 7.6.1 The Tăichô Government has standing in any judicial proceedings, including any other dispute resolution proceedings, to act on behalf of any individual Tăichô Citizen, except where that Tăichô Citizen objects, or on behalf of the Tăichô First Nation with respect to rights or benefits under the Agreement.
- 7.6.2 The Tăichô Government has standing in any judicial proceedings in which custody of a child who is a Tăichô Citizen is in dispute, and the court will take judicial notice of Tăichô laws and will consider any evidence and representations in respect of the culture and customs of the Tăichô First Nation in addition to any other matters it is required by law to consider. The participation of the Tăichô Government in such judicial proceedings will be in accordance with the applicable rules of court and will not affect the ability of the court to control its process.
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- 7.6.3 When the courts of the Northwest Territories are enforcing Táichô laws, the courts shall give consideration to the culture and customs of the Táichô First Nation.
- 7.6.4 The Táichô Government is responsible for the prosecution of violations of Táichô laws before the courts of the Northwest Territories and for appeals or other judicial proceedings with respect to such prosecutions, and will ensure that such prosecutions are consistent with the common law standards required for similar types of offences in Canada taking into account the culture and customs of the Táichô First Nation.
- 7.6.5 The Táichô Government is responsible for enforcing sanctions provided for violations of Táichô laws other than those referred to in 7.6.6.
- 7.6.6 The Government of the Northwest Territories is responsible for enforcing sanctions provided for violations of Táichô laws where the sanctions are fines, imprisonment and other sanctions of a type provided for in legislation.
- 7.6.7 An agreement may be concluded in respect of the enforcement of Táichô laws, of legislation in relation to Táichô Citizens or of legislation in relation to Táichô lands
- (a) before the date of the initialling of the Agreement, by the Dogrib Treaty 11 Council and government; and
 - (b) after the effective date, by the Táichô Government and government.
- 7.6.8 Any agreement concluded under 7.6.7(a) shall bind the Táichô Government as a party.
- 7.7 CONFLICT OF LAWS
- 7.7.1 Unless otherwise provided in the Agreement, the powers of the Táichô Government to enact laws are concurrent with those of government.
- 7.7.2 Subject to 22.3.12 and 22.3.13, in the case of conflict between federal legislation of general application and a Táichô law, the federal legislation prevails to the extent of the conflict and in the case of conflict between any other federal legislation and a Táichô law, the Táichô law prevails to the extent of the conflict.
- 7.7.3 Except where provided otherwise in the Agreement, in the case of conflict between territorial legislation of general application and a Táichô law, the Táichô law prevails to the extent of the conflict.
- 7.7.4 In the case of conflict between a Táichô law and a provision of territorial legislation that implements an obligation of the Government of Canada under an international agreement, the provision of the territorial legislation prevails to the extent of the conflict.
- 7.8 REGISTER OF TÁICHÔ LAWS
- 7.8.1 The Táichô Government shall maintain, at its principal administrative offices, a register on which it shall enter the text of all Táichô laws, including any amendment to those laws.
- 7.8.2 Every person shall have reasonable access to the register during normal business hours.
- 7.8.3 The Táichô Government upon request shall provide, at cost, copies of Táichô laws.
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7.9 COORDINATION OF PROGRAM AND SERVICE DELIVERY

- 7.9.1 Government and the Tăichô Government shall exercise their respective powers, to the extent practicable, in a manner that coordinates the delivery of programs and services provided to Tăichô Citizens and to all residents of the Northwest Territories.
- 7.9.2 Where one of the Parties is of the opinion that there may be or has been a serious disruption in the delivery of a program or service on Tăichô lands or in a Tăichô community, then, on 60 days notice by one of the Parties, the Parties will enter into discussions for the purpose of reaching agreement on whether there has been a disruption and if so, on how best to deal with it, including any cost-sharing arrangements. During the course of these discussions, the Parties shall consider
- (a) the impact of the disruption on the delivery of the program or service;
 - (b) the options for maintaining the delivery, financing and administration of the program or service; and
 - (c) the potential cost implications of such options for each of the Parties.
- 7.9.3 Government and the Tăichô Government may enter into agreements to coordinate the delivery of programs and services or to otherwise harmonize program and service delivery, including arrangements for information sharing, record-keeping, methods of ensuring comparability of standards, cooperation in negotiation of inter-jurisdictional agreements, and any other measures as agreed.

7.10 INTERGOVERNMENTAL SERVICES AGREEMENTS

- 7.10.1 The Agreement shall not come into effect until the first intergovernmental services agreement, negotiated by government and the Dogrib Treaty 11 Council and as submitted by the chief negotiators to their principals during the ratification process, has been signed.
- 7.10.2 The first intergovernmental services agreement referred to in 7.10.1 and any subsequent agreement shall, where practicable, provide for the delivery of a type of program or service to all persons on Tăichô lands or in a Tăichô community by a single mechanism.
- 7.10.3 The primary objective of an intergovernmental services agreement is
- (a) to provide for the management, administration and delivery of health, education, welfare, family or other social programs and services to persons other than Tăichô Citizens on Tăichô lands or in a Tăichô community and to Tăichô Citizens; and
 - (b) to be the instrument through which government and the Tăichô Government exercise their authorities over these types of programs and services and assume responsibility and accountability for their delivery,
- in a manner that respects and promotes the Tăichô language and the culture and way of life of the Tăichô First Nation.
- 7.10.4 An intergovernmental services agreement may include a description of the principal elements of any legislation or Tăichô laws governing the types of programs and services covered by it and shall include
- (a) a description of the manner in which Tăichô language and the culture and way of life of the Tăichô First Nation will be respected and promoted;
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- (b) a description of the manner in which the programs and services will be delivered, including any role to be played by government, by the Tàichô Government, by any institution of government, including, for greater certainty, a Tàichô community government, by any institution of the Tàichô Government or by any joint institution;
 - (c) provisions implementing the principle that persons affected by an intergovernmental services agreement should have an opportunity to participate in the decision making process with respect to the management and delivery of the programs and services covered by it, provided that, in the case of programs and services delivered by an institution of government or of the Tàichô Government or by a joint institution of both, this principle shall be implemented by providing an appropriate opportunity for those persons to be represented on that institution;
 - (d) provisions for the resolution of disputes; and
 - (e) provisions for its periodic review, a process for its amendment and a process, including appropriate notice periods, for its renewal or replacement.
- 7.10.5 The first intergovernmental services agreement shall be in effect for a period of 10 years from the effective date, unless another time period is set out in that agreement and may, upon its expiration, be renewed or replaced by another intergovernmental services agreement on all or any of the types of programs and services covered by the first agreement.
- 7.10.6 Unless the Parties otherwise agree, at least two years prior to the expiration date of an intergovernmental services agreement, the Parties shall give notice to each other as to whether they wish to negotiate a renewal or replacement agreement.
- 7.10.7 During the negotiation of an intergovernmental services agreement after the first one, the Parties shall review the financing agreement referred to in 7.11 to determine whether any amendments are required to the financing agreement in relation to financing in support of the intergovernmental services agreement.
- 7.10.8 Intergovernmental services agreements shall not form part of the Agreement.
- 7.10.9 An intergovernmental services agreement shall bind the Tàichô Government, the Government of the Northwest Territories and the Government of Canada.
- 7.10.10 Where government provides a health, education, welfare, family or other social program or service in the Northwest Territories, it shall provide the program or service
- (a) to Tàichô Citizens in a community in the Northwest Territories at a level comparable to that at which it is provided to all persons resident in that community; and
 - (b) in each Tàichô community at a level comparable to that at which it is provided in a similar community in the Northwest Territories.
- 7.10.11 In the absence of an intergovernmental services agreement in relation to any health, education, welfare, family or other social program or service provided to the residents of the Northwest Territories, the Parties shall exercise their powers, to the extent practicable, so as to
- (a) minimize duplication and other inefficiencies in the delivery of such a program or service; and
 - (b) take advantage of opportunities for administrative harmonization and sharing of facilities in the delivery of such a program or service.
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7.11 FINANCING AGREEMENTS

- 7.11.1 The Agreement shall not come into effect until the first financing agreement, negotiated by government and the Dogrib Treaty 11 Council and as submitted by the chief negotiators to their principals during the ratification process, has been signed.
- 7.11.2 The first financing agreement shall be for a term of five years from the effective date and may, upon its expiration, be renewed or replaced by another financing agreement.
- 7.11.3 The following are objectives for the negotiation of a financing agreement:
- (a) the Tăichô Government and its institutions be able to
 - (i) fulfill any role identified for them in an intergovernmental services agreement made under 7.10 in relation to the programs and services covered by that agreement so that those programs and services are provided at levels reasonably comparable to those generally prevailing in the Northwest Territories, and
 - (ii) exercise any other powers of the Tăichô Government under the Agreement that are identified in the financing agreement; and
 - (b) the Parties be guided by their commitment to an effective central government in the Northwest Territories with the ability
 - (i) to continue to deliver its programs and services to all residents of the Northwest Territories, and
 - (ii) to effect economic and fiscal policies on a territory-wide basis.
- 7.11.4 In negotiating a financing agreement, the following shall be taken into account:
- (a) the capacity of the Tăichô Government to generate revenues from its own sources;
 - (b) diseconomies of scale which impose higher operating or administrative costs on the Tăichô Government;
 - (c) opportunities for economies, including the possibilities for cooperative or joint arrangements among government, Tăichô community government and the Tăichô Government for the management and delivery of programs or services;
 - (d) other financing provided to the Tăichô Government;
 - (e) geographic distribution of the population receiving services covered by the financing agreement from the Tăichô Government;
 - (f) the prevailing fiscal policies of government;
 - (g) the costs to government of managing and delivering a particular program or service for which the Tăichô Government is assuming responsibility;
 - (h) the desirability of funding arrangements that are reasonably stable and predictable; and
 - (i) such other matters as government and the Tăichô Government may agree.
- 7.11.5 To assist in the negotiation of a financing agreement, government and the Tăichô Government shall disclose all relevant information required for those negotiations.
- 7.11.6 A financing agreement shall set out
- (a) the amounts of money to be provided by government towards the cost of establishing and operating the Tăichô Government and its institutions including any role identified for it or them under an intergovernmental services agreement made under 7.10;
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- (b) the mechanism for the transfer of money provided by government;
 - (c) financial accountability provisions, including those respecting reporting and audit;
 - (d) provisions for the exchange of information required to administer the financing agreement;
 - (e) procedures for negotiating a subsequent financing agreement;
 - (f) procedures for the resolution of disputes; and
 - (g) any other relevant matters.
- 7.11.7 A financing agreement may consolidate federal and territorial operating and capital program financing for the Taiichō Government.
- 7.11.8 The Taiichō Government and Taiichō Citizens may continue to access federal and territorial program financing for those programs not consolidated in a financing agreement in accordance with program authorities and conditions in effect from time to time.
- 7.11.9 Monies to be provided under a financing agreement shall be paid out of such monies as may be appropriated by Parliament or the Legislature of the Northwest Territories for those purposes.
- 7.11.10 Financing agreements shall not form part of the Agreement.
- 7.11.11 A financing agreement shall bind government and the Taiichō Government as parties.
- 7.11.12 The levels of financing provided pursuant to a financing agreement may be adjusted annually according to a formula set out in the financing agreement.
- 7.12 GENERAL OBLIGATIONS
- 7.12.1 Except where expressly agreed by the Parties, nothing in this chapter, including the powers to enact laws set out in 7.4, creates or implies or can be used by any Party to create for another Party or for any other jurisdiction any financing obligations or any obligations to provide programs and services.
- 7.13 INTERNATIONAL LEGAL OBLIGATIONS
- 7.13.1 To be completed.
- 7.13.2
- 7.13.3
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7.14 TRANSITIONAL

- 7.14.1 On the effective date, the Dogrib Treaty 11 Council, the Dog Rib Rae band, the Whatî First Nation band, the Gamètî First Nation band and the Dechi Laot'i First Nations band cease to exist and are succeeded by the Tăichô Government.
 - 7.14.2 On the effective date, the assets and liabilities of the bands referred to in 7.14.1 become the assets and liabilities of the Tăichô Government.
 - 7.14.3 Any monies held by the Government of Canada for the use and benefit of the bands referred to in 7.14.1 shall be transferred to the Tăichô Government as soon as practicable after the effective date.
 - 7.14.4 On the effective date,
 - (a) any assets or liabilities of the Dogrib Treaty 11 Council become the assets and liabilities of the Tăichô Government; and
 - (b) the Executive of the Dogrib Treaty 11 Council that is in office immediately before that date becomes the governing body of the Tăichô Government until replaced in accordance with the Tăichô Constitution.
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CHAPTER 8

TĂICHÔ COMMUNITY GOVERNMENTS

8.1 ESTABLISHMENT OF TĂICHÔ COMMUNITY GOVERNMENTS

- 8.1.1 The Tăichô community governments of Behchokô, Whatì, Gamètì and Wekweètì must be established by territorial legislation.
- 8.1.2 The legislation establishing the Tăichô community governments shall be consistent with the Agreement and shall
- (a) set out the powers of the Tăichô community governments and provide for the election procedures to be followed by Tăichô community governments, including those for by-elections to fill vacated positions;
 - (b) provide for the structures and administration of the Tăichô community governments and for their dissolution in accordance with 8.8;
 - (c) provide for the dissolution of and other transitional arrangements respecting existing community governments in the Tăichô communities, including the transfer of their assets and assumption of their liabilities;
 - (d) delineate the boundary of each Tăichô community;
 - (e) provide for any necessary authority of the Minister with respect to the operational and financial accountability of the Tăichô community governments;
 - (f) provide for the cancellation of any certificate of title issued before the effective date for a parcel of land that has become Tăichô community land;
 - (g) provide for the issuance of a new certificate of title for an interest listed in part 2 of the appendix to chapter 9 where a certificate of title for that interest was issued before the effective date;
 - (h) provide for the requirements for the issuance of certificates of title for Tăichô community land and for the registration of instruments related to Tăichô community land;
 - (i) provide for public access to roads and government access to Tăichô community land;
 - (j) provide the powers required for the Tăichô community government to administer Tăichô community land; and
 - (k) provide the powers required for the Tăichô community government to enter into municipal services agreements.
- 8.1.3 The Chief Municipal Elections Officer in the Northwest Territories shall conduct the elections of the first Chiefs and councillors for the Tăichô community governments.
- 8.1.4 The provisions of the legislation establishing the Tăichô community governments will come into force on the effective date, except that any provisions in it respecting the first elections may come into force earlier.
- 8.1.5 Any Chief or councillors of a Tăichô community government elected before the effective date will not be considered to be in office before the effective date.
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- 8.1.6 The Government of the Northwest Territories shall obtain the consent of the Tăichô Government before introducing any bill to amend the legislation referred to in 8.1.1.

8.2 STRUCTURE OF TĂICHÔ COMMUNITY GOVERNMENTS

- 8.2.1 A Tăichô community government shall be comprised of a Chief and an even number of councillors. No Tăichô community government shall have fewer than four councillors. The maximum number of councillors for each Tăichô community government shall be determined in relation to the number of residents in the community, including children, as confirmed by the most recent census conducted before the election of the councillors, as follows:

<u>Number of Tăichô Community Residents</u>	<u>Maximum Number of Councillors</u>
Less than 200	4
200 - 299	6
300 - 499	8
500 - 999	10
1,000 or more	12

- 8.2.2 The legislation establishing the Tăichô community governments

- (a) shall define residency in a Tăichô community or in Wek'ëezhli, for the purposes of 8.2.1, 8.2.3 and 8.2.4;
- (b) may provide eligibility criteria, for Tăichô community government elections, that is the same as the criteria provided generally for elections of other community governments in the Northwest Territories;
- (c) may provide the grounds and the process for removing a Chief or a councillor from office that are the same as is provided generally for other community governments in the Northwest Territories;
- (d) may provide for a candidate for Chief or for candidates for councillor seats to be confirmed in office without an election where there is only one candidate for Chief or the number of candidates for councillor seats does not exceed the number of vacancies;
- (e) may provide for a periodic census for the purpose of 8.2.1; and
- (f) may provide for the appointment, by the Chief and at least half of the councillors, of a councillor to act as Chief in the absence of the Chief.

- 8.2.3 A person is an eligible voter in a Tăichô community if that person

- (a) is a Canadian citizen or permanent resident of Canada;
- (b) is resident in the community for at least the six months immediately preceding the vote;
- (c) is at least 18 years of age on the day of the vote; and
- (d) has been resident in Wek'ëezhli for at least the two years immediately preceding the vote.

- 8.2.4 The Chief of a Tăichô community government must be a Tăichô Citizen who is at least 18 years of age, has been resident in the community for at least the two years immediately preceding the vote, and is nominated and elected by Tăichô Citizens who are eligible voters. If a councillor is appointed to act as Chief in the absence of the Chief, that councillor must be a Tăichô Citizen.
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- 8.2.5 A councillor of a Tāichō community government must be an eligible voter who is nominated and elected by eligible voters.
- 8.2.6 Subject to 8.2.7, in an election for a Tāichō community government, those candidates with the most votes shall be elected as councillors.
- 8.2.7 No more than half of the council seats may be filled by candidates who are not Tāichō Citizens and the remaining seats shall be filled by the candidates with the most votes among those who are Tāichō Citizens.
- 8.3 DELEGATION
- 8.3.1 A Tāichō community government may delegate any of its powers, except powers to enact laws, to
- (a) a public body or office established by a law of that community government;
 - (b) the Tāichō Government or a body or office established by a Tāichō law;
 - (c) government, including a department, agency or office of government; or
 - (d) a public body established by legislation.
- 8.3.2 A delegation under 8.3.1 must be in writing and, if under (b), (c) or (d), must be agreed to by the delegate.
- 8.3.3 A Tāichō community government has the capacity to enter into agreements to receive powers, including powers to enact laws, by delegation. The delegation agreement may include powers exercisable outside the community and powers to enact laws applicable outside the community.
- 8.3.4 Where the Tāichō Government has delegated authority to a Tāichō community government to deliver programs for which government funding would be available to the Tāichō Government if it were delivering the programs, the Tāichō community government shall be treated as though the Tāichō Government had made the application to government for program funding.
- 8.3.5 When applying to government for funding under 8.3.4, a Tāichō community government shall be treated as a separate entity for purposes of calculating the entitlement to and quantum of funding.
- 8.4 POWERS TO ENACT LAWS
- 8.4.1 Legislation shall provide a Tāichō community government with the powers to enact laws relating to
- (a) the operation and internal management of the Tāichō community government;
 - (b) the borrowing of money by the Tāichō community government;
 - (c) the administration of and the granting of interests in Tāichō community lands; and
 - (d) the following matters in the Tāichō community:
 - (i) management, use and protection of lands, including land use planning,
 - (ii) public order, peace and safety,
 - (iii) housing for residents,
 - (iv) by-law enforcement,
 - (v) intoxicants,
 - (vi) local transportation,
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- (vii) business licensing and regulation,
- (viii) gaming and recreational contests, and
- (ix) other matters of a local or private nature, including taxation.

8.4.2 For greater certainty, a Tàichô community government shall not have the power to enact laws that are criminal laws or in relation to criminal procedures.

8.5 INCONSISTENCY OR CONFLICT

8.5.1 In the case of any inconsistency or conflict between federal legislation and laws enacted by a Tàichô community government, the federal legislation prevails to the extent of the inconsistency or conflict.

8.5.2 In the case of any conflict between a Tàichô law and legislation establishing a Tàichô community government, the legislation establishing the Tàichô community government prevails to the extent of the conflict.

8.5.3 Except where otherwise provided in the Agreement, in the case of any inconsistency or conflict between laws enacted by a Tàichô community government and other territorial legislation, the other territorial legislation prevails to the extent of the inconsistency or conflict.

8.5.4 For greater certainty, in the case of conflict between a Tàichô law and a law enacted by a Tàichô community government, the Tàichô law prevails to the extent of the conflict.

8.6 PROGRAMS AND SERVICES

8.6.1 A Tàichô community government may enter into agreements with government, other community governments in Wek'èezhii, the Tàichô Government or bodies of a type identified in the legislation establishing the Tàichô community governments to deliver, administer and manage programs and services for residents of a Tàichô community.

8.6.2 Programs and services delivered and managed by a Tàichô community government shall be funded at levels comparable to funding levels for similar programs and services in other communities in the Northwest Territories. Where the Tàichô community government and the Government of the Northwest Territories do not reach agreement on comparable funding levels, the Tàichô Government may refer, for resolution under chapter 6, the question as to whether the method used for determining comparable funding levels is equitable.

8.7 EXPANSION OF TÀICHÔ COMMUNITY BOUNDARIES

8.7.1 The boundary of a Tàichô community may, in accordance with applicable legislation and the appendix to this chapter, be expanded.

8.8 DISSOLUTION OR RELOCATION

8.8.1 The agreement of the Parties is required before a Tàichô community government is dissolved or before a Tàichô community is relocated.

8.8.2 An agreement under 8.8.1 shall, subject to chapter 9, make provision for all assets and liabilities of the Tàichô community government.

8.8.3 In the agreement under 8.8.1, the Parties shall describe the amendment to the Agreement required to reflect the dissolution of any Tàichô community government or the relocation of any Tàichô community.

8.8.4 The dissolution or relocation is not effective until the amendment to the Agreement referred to in 8.8.3 is approved under 2.10.

8.9 ESTABLISHMENT OF NEW TÁICHÓ COMMUNITY GOVERNMENTS

8.9.1 A new Táichó community shall only be established by agreement among the Parties and by the enactment of territorial legislation. The legislation shall be consistent with the Agreement and shall set out the powers of the government for that community and provide for its administration and structures. A new Táichó community shall only be established adjacent to Táichó lands.

8.9.2 In the agreement under 8.9.1, the Parties shall describe the amendment to the Agreement required to reflect the establishment of a Táichó community government.

8.9.3 The establishment of a new Táichó community is not effective until the amendment to the Agreement referred to in 8.9.2 is approved under 2.10.

APPENDIX TO CHAPTER 8

PROCESS FOR EXPANSION OF THE BOUNDARY OF A TĀICHŌ COMMUNITY (8.7.1)

1. The territorial Minister may not expand the boundary of a Tāichō community except at the written request of the Tāichō community government.
 2. The consent of the Tāichō Government is required where the expansion of the boundary would be into an area containing Tāichō lands.
 3. Before requesting the territorial Minister to expand the boundary of a Tāichō community into an area containing Tāichō lands, the Tāichō community government shall discuss with the Tāichō Government the need for the expansion and shall attempt to negotiate an agreement with the Tāichō Government for the conveyance of the Tāichō lands required for the expansion.
 4. Where the territorial Minister receives a request from a Tāichō community government but decides not to expand the boundary of the community, the Minister shall provide written reasons to the community government for that decision.
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CHAPTER 9

TÂICHÔ COMMUNITY LANDS

9.1 TITLE

- 9.1.1 Subject to 9.1.2, title to all lands in a Tâichô community, other than the parcels described in part 1 of the appendix to this chapter or in the documents listed in that part, but including lands not so listed that are in the community and are adjacent to or under any water body, is, on the effective date, vested in fee simple in the Tâichô community government.
- 9.1.2 The title referred to in 9.1.1
- (a) does not include title to the mines and minerals, other than specified substances;
 - (b) is subject to any interests listed in part 2 of the appendix to this chapter in relation to that community, and to any renewals or replacements of those interests and does not affect any encumbrances in respect of those interests; and
 - (c) is subject to the Tâichô community government leases listed in part 3 of the appendix to this chapter and such leases shall come into effect on the effective date.
- 9.1.3 After consulting with the Tâichô community government, the Parties will, by giving notice to the Tâichô community government, amend part 2 of the appendix to this chapter after the effective date to include any interests or renewals, replacements, transfers or extensions of term made or granted before the effective date that are still in effect immediately before that date. During the first year after the effective date, the Parties may amend part 1 or part 2 of the appendix to this chapter to correct an error in the description of a parcel listed in part 1 or of an interest listed in part 2, to include in part 1 the description of a parcel held, immediately before the effective date, in fee simple, to remove from part 1 the description of a parcel not held in fee simple immediately before the effective date or to remove from part 2 an interest that did not exist immediately before the effective date.
- 9.1.4 An amendment under 9.1.3 shall be deemed to have been made on the effective date.
- 9.1.5 In the case of a dispute among the Parties as to whether any interest, renewal, replacement, transfer or extension of term has been made or granted before the effective date or is still in effect immediately before that date, one of the Parties may refer the dispute for resolution in accordance with chapter 6. Any interest, renewal, replacement, transfer or extension of term that an arbitrator determines under chapter 6 to have been made or granted before the effective date and to still have been in effect immediately before that date shall be deemed to have been included in part 2 of the appendix to this chapter on the effective date.
- 9.1.6 For greater certainty, a Tâichô community government may not acquire, by agreement or by expropriation, the fee simple interest in any mines or minerals, other than specified substances, but may, without any approval by government, acquire fee simple title in any part of a parcel that is adjacent to or under a water body in that community.
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- 9.1.7 Upon acquisition by a Táichô community government of the fee simple interest of any part of a parcel listed in part 1 of the appendix to this chapter in relation to that community, that land becomes Táichô community land.
- 9.1.8 After the effective date, government shall not grant any new mining rights within the boundary of a Táichô community.
- 9.1.9 The powers and obligations of the lessor or any representative of the lessor in relation to a lease listed in part 2 of the appendix to this chapter shall be assumed by the Táichô community government to whose land the lease relates or by any other territorial official or body identified by the legislation establishing the Táichô community governments.
- 9.1.10 Territorial legislation applies to a lease listed in part 2 of the appendix to this chapter instead of any federal legislation cited in the lease.
- 9.1.11 The Supreme Court of the Northwest Territories shall assume any jurisdiction confirmed for the Federal Court in a lease listed in part 2 of the appendix to this chapter.

9.2 NEW OR EXPANDED TÁICHÔ COMMUNITIES

- 9.2.1 Subject to 9.2.2, the fee simple title to any Táichô land in a Táichô community that was established or whose boundary was expanded after the effective date shall be conveyed to the Táichô community government or to government for subsequent conveyance to the Táichô community government, in accordance with 18.1.7 or expropriated for that Táichô community in accordance with chapter 20. The title to these Táichô community lands is subject to any interests described in part 2 of the appendix to chapter 18, to any interests granted by the Táichô Government since the effective date and to any renewals, replacements, transfers or extensions of term of such interests.
- 9.2.2 The mines and minerals, other than specified substances, and the right to work them, in the Táichô lands conveyed or expropriated under 9.2.1 shall be vested in government.

9.3 LIMITS ON ALIENATION OF TÁICHÔ COMMUNITY LANDS

- 9.3.1 It is important to maintain the integrity of Táichô community lands. Therefore, as a general principle, such lands shall not be expropriated, but if expropriation is necessary, the minimum interest required shall be taken.
 - 9.3.2 Táichô community lands may be expropriated by an expropriating authority in accordance with legislation.
 - 9.3.3 Before proceeding with the expropriation of Táichô community lands, an expropriating authority shall discuss with the Táichô community government the need for expropriation and shall attempt to negotiate with it an agreement for the transfer of the required interest, including its location, extent and nature.
 - 9.3.4 Subject to 9.3.5, a Táichô community government may not, except to an expropriating authority in place of expropriation, convey the fee simple interest in Táichô community lands or grant an interest in the lands for a term exceeding 99 years, including any period of renewal, or that arises more than 99 years after the grant is made.
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- 9.3.5 Subject to 9.3.6, if authorized by the majority of those voting in a referendum conducted by a community government, that government may,
- (a) grant an interest less than fee simple in Táichó community lands for a term exceeding 99 years or that arises more than 99 years after the grant is made; or
 - (b) after the 20th anniversary of the effective date, convey the fee simple interest in Táichó community lands.

- 9.3.6 Only persons qualified to vote for councillors of the community government may vote in the referendum referred to in 9.3.5

9.4 RIGHT TO ACQUIRE GOVERNMENT LANDS

- 9.4.1 Where government has determined it no longer requires land that it holds in a Táichó community, it shall make an offer to convey fee simple title to that land or whatever lesser title it holds, excluding mines and minerals that are not specified substances, to the Táichó community government and shall not convey such an interest in those lands to any other person or government.
- 9.4.2 The Táichó community government is not liable for the payment of any consideration in respect of the value of lands conveyed to it under 9.4.1, but is liable for any costs incurred by government to effect the conveyance. If there are any improvements on the lands, government may, before conveyance of title to the Táichó community government, grant an interest, less than fee simple, in relation to the improvements, and the title of the Táichó community government will be subject to that interest.
- 9.4.3 Notwithstanding 9.4.1 and 9.4.2, government is not obliged to convey title to the land referred to in 9.4.1 if the land had been acquired by government from the Táichó community government upon payment of consideration or compensation, unless government is paid by the Táichó community government for the value of that consideration or compensation.
- 9.4.4 Any dispute as to the amount to be paid to government under 9.4.3 may be referred by the Táichó community government for resolution in accordance with chapter 6.

9.5 DISSOLUTION OR RELOCATION

- 9.5.1 Fee simple title to Táichó community lands and to mines and minerals held by government in, on or under those lands shall, upon dissolution of the Táichó community government or, in the case of the relocation of a Táichó community, upon confirmation by government that the Táichó community government is no longer responsible for those lands, be conveyed by government to the Táichó Government, and those lands shall become Táichó lands. Such title is subject to any interests in such lands identified in the transfer documentation and to any renewals, replacements, transfers or extensions of term of such interests.
- 9.5.2 Unless otherwise agreed by the Parties, the Táichó Government shall convey to government the fee simple title in Táichó lands of equivalent value to the lands conveyed to the Táichó Government under 9.5.1. If the lands conveyed under 9.5.1 are improved, and the substitute lands are unimproved, the Táichó Government may pay for the value of those improvements with money instead of with land.
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- 9.5.3 Any dispute as to the value, for the purpose of 9.5.2, of the lands conveyed to government, of substitute lands or of improvements, may be referred by a Party for resolution in accordance with chapter 6.

9.6 CONTAMINATED SITES

- 9.6.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands in **Wek'ëezhîi**, the program shall apply to such sites on **Tăichô** community lands that are listed in part 4 of the appendix to this chapter. Criteria to establish any priorities among contaminated sites in **Wek'ëezhîi** shall not include whether the land is Crown land or **Tăichô** community lands.
- 9.6.2 After the effective date, the Parties may agree that a site not listed in part 4 of the appendix to this chapter existed on the effective date and, upon consent of the Parties, the list in that part of the appendix to this chapter shall be considered to have been amended so as to include that site.
- 9.6.3 Any dispute as to whether a contaminated site existed on the effective date may be referred for resolution in accordance with chapter 6 by a Party. If a dispute goes to an arbitrator in accordance with chapter 6 and if the arbitrator confirms that a site existed on the effective date, the list in part 4 of the appendix to this chapter shall be considered to have been amended so as to include that site.
- 9.6.4 Government shall be responsible for the costs associated with any clean-up of a contaminated site under 9.6.1 on **Tăichô** community lands.
- 9.6.5 9.6.4 shall not prevent government from recovering any costs associated with the clean-up from a person who is liable for these costs.
- 9.6.6 There shall be no compensation payable for damage which may be caused to **Tăichô** community lands as a result of the clean-up of a contaminated site on **Tăichô** community lands under 9.6.1.
- 9.6.7 Government shall not be liable for any loss or damage to residents of a **Tăichô** community or to the **Tăichô** community government from contaminated sites on **Tăichô** community lands whether or not they are known at the time of land identification.
- 9.6.8 9.6.7 does not affect any obligation of government under 9.6.1 or 9.6.4.
- #### 9.7 PROPERTY TAX ASSISTANCE
- 9.7.1 On the effective date, the Government of Canada shall pay to the **Tăichô** Government \$85,000 (2002\$). This payment was calculated as a portion of the payments in lieu of taxes that the Government of Canada would have made over the 10 years following effective date for lands in **Tăichô** communities that were, immediately before the effective date, reserved in the name of the Indian Affairs Branch for Indian Housing and occupied by **Tăichô** Citizens, if title to those lands had not been vested in the **Tăichô** community governments. The **Tăichô** Government shall, in its sole discretion, determine how to use the payment.
- 9.7.2 For greater certainty, nothing in 9.7.1 affects any liability under legislation for the payment of property taxes assessed in relation to the lands referred to in 9.7.1.
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APPENDIX TO CHAPTER 9¹

PART 1 EXCLUDED PARCELS (9.1.1)

Note: the list in this part is intended to be a snapshot of the parcels excluded as of the effective date.

The excluded parcels are:

- A. the parcels described in the following Certificates of Title (COT) registered in the Lands Titles Office (LTO), Government of the Northwest Territories, Yellowknife, Northwest Territories:

Location: Rae

COT	Lot	LTO
20654	1	1620
20655	2	1620
20656	6	1620
27763	7	1620
22210	3	1866
22182	4	1866
21665	5	1866
21705	11	1866
3762	Road ptn	2060
27275	13	2060
3762	9ptn	2060
3762	14ptn	2060
27186	20	2060
25213	21	2060
33169	Road ptn	2181
19884	17ptn	2181
33169	18ptn	2181
33714	22	2404
34007	23	2404
33716	24	2404
53016	1000	2536
11624	8	1866

Location: Snare Lake

23537	72	381
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Location: Wha Ti

COT	Lot	LTO
5621	35	600
53694	45	3622
51909	56	3622
51908	57	3622
1753	69	3622
52551	1000	2360
52552	Road	2360

Location: Frank Channel

6099	905	648
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Location: Edzo

23519	2	562
23519	11	430
24602	120	584
9867	382	1095

Location: Rae Lakes

53018	1	2869
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Location: Gameti

52249	1000	2284
52250	Road	2284

- B. the 60-metre wide parcel that includes all of Yellowknife Highway No. 3 in Rae-Edzo and that is centred longitudinally on the centre line of that highway.

¹ This appendix is subject to further additions relating to Northwest Territories Power Corporation interests.

- C. the 60-metre wide parcel that includes all of the Rae access road in Rae-Edzo and that is centred longitudinally on the centre line of that access road.
- D. North Arm Territorial Park - Commissioner's Reserve 510T and including Lot 1 Group 963 Plan 378 and Lot 1-1 Group 963 Plan 430.
- E. the parcel which includes Wekweti Airport - Lot 1000, Quad 86B/1, Plan 3674.
- F. the parcel which includes Roads R1 to R4 Quad 86B/1, Plan 3674
- G. lots 109, 110 and 111 LTO 584 in Edzo and lots 55 and 93 in Wha Ti

PART 2 EXISTING INTERESTS LESS THAN FEE SIMPLE (9.1.2 (b))

Note: the list in this part is intended to be a snapshot of the existing interests as of the effective date.

The existing interests are described in the following documents:

- A. on file with Land Administration, Department of Indian and Northern Affairs, Government of Canada, Yellowknife:

Location and File Numbers

Wha Ti

085N03044	085N03089
085N03045	085N03090
085N03046	085N03091
085N03047	085N03092
085N03048	085N03093
085N03050	085N03094
085N03052	085N03095
085N03058	085N03096
085N03061	085N03097
085N03062	085N03098
085N03063	085N03099
085N03068	085N03100
085N03069	085N03101
085N03085	085N03102
085N03086	085N03103
085N03087	085N03105
085N03088	

Marian Lake

085K16001

Rae Lakes

086C03009	086C03028
086C03010	086C03029
086C03011	086C03030
086C03014	086C03031
086C03015	086C03032
086C03016	086C03038
086C03027	

Snare Lake

086B01024	086B01029
086B01025	086B01030
086B01026	086B01031
086B01027	086B01032
086B01028	086B01033

Frank Channel

085J13024	085J13026
085J13025	085J13030

B. on file with Land Administration, Municipal & Community Affairs (MACA),
Government of Northwest Territories, Yellowknife:

Location and File Numbers

Rae

<u>File #</u>	<u>Lease#</u>	<u>File #</u>	<u>Lease#</u>	<u>File #</u>	<u>Lease#</u>
655122	6858T	655018	6846T	106-18-1	7731T
655121	6857T	655017	6845T	106-18-2	10688T
655120	6856T	655015	11243T	106-18-2	10688T
655119	6855T	655014	6843T	106-18-4	10687T
655118	6854T	655013	6842T	106-18-5	15424T
655117	6853T	654967	6839T	106-18-6	15053T
655116	6852T	654966	11246T	106-18-7	15054T
655115	6851T	654964	10475T	106-18-8	15055T
655114	6850T	654908	6507T	106-18-9	7732T
655113	6849T	106-13-2	6828T	106-18-10	7726T
655111	6848T	106-13-3	6829T	106-18-11	6161T
655092	7375T	106-13-5	4028T	655064	10499T
655091	7375T	106-14-2	6831T	655063	10137T
655087	5087T	106-14-3	6832T	655092	7375T
655086	15402T	106-14-5	6834T	655042	5048T
655085	4022T	106-14-6	6835T	655041	3896T
655084	4021T	106-14-7	6836T	655012	3895T
655083	4988T	655242	4029T	655011	8982T
655081	5293T	655211	23067T	655010	8415T
655080	5299T	655210	10244T	655007	23194T
655076	4026T	655208	11245T	655006	8459T
655075	4025T	655205	9863T	654936	15408T
655070	4024T	655203	15437T	654935	15340T
655062	5047T	655184	7886T	655069	6218T
655061	8896T	655183	5689T	655068	8411T
655060	7309T	655171	8410T	655067	4791T
655059	4989T	655169	5431T	655066	4791T
655058	5740T	655187	5761T	655065	5292T
655057	4020T	655186	6861T	654959	6841T
655053	5088T	655185	6860T	654958	6840T
655052	6251T	106-2-29	5736T	654957	6838T
655051	5186T	106-2-30	15416T	654956	6837T
655050	5089T	655156	6859T	654955	8381T
655049	5090T	655146	7374T	106-20-1	6112T
655048	8414T	655145	7894T	106-21-4	5688T
655047	5049T	106-16-1	3531T	106-21-6	2759T
655045	5318T	106-16-2	10352T	106-21-6	2759T
655044	7310T	106-16-4	23210T	655108	9265T
655043	4023T	106-16-10	3464T	654906	2823T
655031	23046T	106-6-33	6052T	654904	23048T
655025	8419T	106-17-1	6664T	106-13-6	6830T
655024	5050T	106-17-2	7730T	106-13-7	6740T
655023	15409T	106-17-3	23012T	106-13-15	6827T
655022	5183T	106-17-4	15423T	106-14-8	6833T
655021	6253T	106-17-5	15412T	106-14-9	23053T
655020	4027T	106-17-7	7729T	106-14-9	23053T
655019	6847T	106-17-8	6889T	106-15-14	7261T

Táichó Agreement - Initialled September 4, 2002

<u>File #</u>	<u>Lease#</u>	<u>File #</u>	<u>Lease#</u>	<u>File #</u>	<u>Lease#</u>
106-15-19	23193T	106-23-11	23171T	106-25-4	15561T
106-18-14	8635T	106-23-12	23089T	106-25-6	15441T
106-18-15	9355T	106-23-13	23141T	106-25-7	23005T
106-18-16	8657T	106-23-14	23092T	106-25-9	15560T
106-23-4	9356T	106-23-15	23090T	106-25-10	23093T
106-23-5	8167T	106-23-16	23094T	06-26-1	15422T
106-23-6	8466T	106-23-17	23103T	106-20-3	6427T
106-6-34	8396T	106-23-18	23091T	106-15-2	9165T
106-6-35	15413T	106-23-19	23043T	106-23-3	8467T
106-6-36	15418T	106-24-1	23084T	106-6-38	11242T
106-6-40	5401T	106-24-2	23177T	106-SK-001	23119T
106-6-41	23108T	106-24-3	23146T	106-SK-002	4693T
106-6-42	15417T	106-24-4	23192T	106-SK-006	23153T
106-22-1	10887T	106-24-7	23006T	106-SK-010	2996T
106-22-2	15404T	106-24-9	15436T	106-SK-011	3099T
106-22-3	23054T	106-24-11	15410T	106-SK-017	2518T
106-22-4	11247T	106-24-12	23030T	106-SK-025	5878T
106-22-6	11244T	106-24-13	23098T	106-SK-029	2069T
106-22-7	23002T	106-24-14	23100T	106-SK-051	9706T
106-22-8	11248T	106-24-15	15415T	106-15-15	10600T
106-22-9	11249T	106-24-16	15421T	106-SK-087	15406T
106-22-11	11250T	106-24-17	15411T	106-SK-123	15107T
106-22-13	10474T	106-24-18	15420T	106-SK-125	23057T
106-23-9	23101T	106-25-2	15414T	SK-090	
106-23-10	23102T	106-25-3	23088T	106-SK-122	
				8	2070T

Edzo

<u>File #</u>	<u>Lease#</u>	<u>File #</u>	<u>Lease#</u>	<u>File #</u>	<u>Lease#</u>
119-112	8098T	119-246	6013T	119-299	7400T
119-113	11188T	119-246	6013T	119-301	7824T
119-114	3632T	119-246	6013T	119-305	7022T
119-115	23180T	119-246	6013T	119-306	5913T
119-118	11187T	119-250	8096T	119-307	23068T
119-119	23206T	119-251	11189T	119-333	9032T
119-121	3715T	119-252	23000T	119-334	4002T
119-131	15378T	119-253	23060T	119-335	17727T
119-132	8547T	119-254	8545T	119-336	7398T
119-133	15380T	119-255	8546T	119-337	7402T
119-134	15562T	119-256	23124T	119-338	9149T
119-135	10255T	119-257	23134T	119-339	5214T
119-136	5215T	119-258	9350T	119-340	7401T
119-138	9823T	119-292	5737T	119-341	9816T
119-139	23175T	119-293	9163T	119-353	8669T
119-140	15391T	119-294	4310T	119-354	9774T
119-141	23064T	119-295	11190T	119-355	6646T
119-143	5155T	119-296	4307T	119-356	3082T
119-144	8100T	119-297	15376T	119-358	23158T
119-146	7403T	119-298	17732T		
119-147	9029T				

Edzo (contd)

<u>File #</u>	<u>Lease#</u>	<u>File #</u>	<u>Lease#</u>	<u>Wha Ti</u>	
119-359	9272T	119-379	6384T	<u>File #</u>	<u>Lease#</u>
119-360	3087T	119-100-1	3053T		
119-361	23127T	119-384	23167T	114-47	23085T
119-362	3246T	119-398	15407T		
119-363	3709T	119-387	23181T		
119-364	23174T	119-389	9840T	<u>Frank Channel</u>	
119-365	2748T	119-390	9842T		
119-367	8548T	119-391	9841T	<u>File #</u>	<u>Lease#</u>
119-368	7399T	119-392	23033T		
119-369	8462T	119-393	15403T	116-SK-001	8552T
119-370	7608T	119-SK-001	5739T	116-SK-005	8551T
119-372	8081T	119-SK-025	15097T	116-SK-006	8550T
119-378	10684T	119-SK-032	23161T	116-SK-008	23009T
		119-374	23219T	116-SK-001	A8103T

PART 3 NEW LEASES WITH TĀICHŌ COMMUNITY GOVERNMENTS (9.1.2(c))²

Note: the list in this part is intended to be a snapshot of the new leases as of the effective date.

The leases will cover the lands as described below, on file with Land Administration, Municipal & Community Affairs (MACA), Government of Northwest Territories, Yellowknife:

<u>File #</u>	<u>File #</u>	<u>File #</u>	<u>File #</u>
<u>Edzo</u>	<u>Rae</u>	<u>Gameti</u>	<u>Wha Ti</u>
119-137	106-SK-064	120-SK-09	114-67
119-221	106-2-4	120-SK-007	114-72
119-235		120-SK-004	114-SK-47
119-SK-009	<u>Frank Channel</u>	120-SK-011	114-SK-027
119-376		120-SK-042	114-SK-96A
119-377	116-8-3	120-SK-068	
119-SK-25-1			
119-SK-8-2			
119-SK-010			

Lease #

Rae

6858T	5088T	6861T	6830T
6857T	6251T	6860T	6827T
6856T	5089T	6859T	6833T
6855T	5090T	3464T	8635T
6854T	5049T	6052T	9355T
6853T	7310T	6664T	8657T
6852T	4023T	7730T	9356T
6851T	5050T	15423T	8466T
6850T	6253T	7729T	5401T
6849T	4027T	6889T	23054T
6848T	6847T	7731T	23094T
5087T	6846T	10688T	23098T
4022T	6845T	10688T	15421T
4021T	6843T	10687T	8467T
4988T	6842T	7732T	
5293T	6839T	7726T	
4026T	6828T	6161T	
4025T	6829T	5048T	
4024T	4028T	6218T	
5047T	6831T	5292T	
7309T	6832T	6841T	
4989T	6834T	6840T	
5740T	6835T	6838T	
4020T	6836T	6837T	

Wha Ti

Rae Lakes

5180F	5032F
4790F	5184F
4791F	
4792F	
5008F	
5172F	

PART 4 CONTAMINATED SITES (9.6.1, 9.6.2)

Note: no contaminated sites identified as of the effective date.

CHAPTER 10

WILDLIFE HARVESTING RIGHTS

10.1 WILDLIFE HARVESTING

- 10.1.1 Subject to any limitations prescribed by or in accordance with the Agreement, the Táichô First Nation has
- (a) the right to harvest all species of wildlife including, for greater certainty, bird eggs, throughout Mówhi Gogha Dè Níitá'ée at all times of the year; and
 - (b) the exclusive right to harvest wildlife that are furbearers on Táichô lands or in a Táichô community at all times of the year.
- 10.1.2 The right of the Táichô First Nation under 10.1.1(a) is subject to any right under a land claims agreement of another Aboriginal people to harvest wildlife, that are furbearers, in a community other than a Táichô community or on lands vested in that other Aboriginal people.
- 10.1.3 10.1.1(b) does not prevent a person who has the consent of the Táichô Government, from harvesting furbearers on Táichô lands or in a Táichô community.
- 10.1.4 Subject to legislation, persons who are not Táichô Citizens may hunt, but not trap or, for greater certainty, snare, wolves and coyotes in a Táichô community.
- 10.1.5 Subject to any agreement between the Táichô First Nation and the Inuit of Nunavut, Táichô Citizens have the right to harvest wildlife within those areas of Nunavut which they have traditionally used and continue to use for that purpose, on a basis equivalent to the Inuit of Nunavut under Article 5 of the Nunavut Agreement.
- 10.1.6 Nothing in this chapter shall be construed to
- (a) confer rights of ownership of wildlife; or
 - (b) guarantee the supply of wildlife.
- #### 10.2 HARVESTING METHODS
- 10.2.1 Subject to any limitations prescribed by or in accordance with the Agreement, in exercising a right under 10.1.1, a Táichô Citizen has the right to employ any methods of harvesting and, for that purpose, to possess and use any equipment.
- #### 10.3 TRADE AND GIFTS
- 10.3.1 A Táichô Citizen has the right to trade with or give to other Táichô Citizens for their own consumption, and members of an Aboriginal people of the Northwest Territories, Nunavut or Alberta for their own consumption, edible parts of wildlife harvested under 10.1.1 including, for greater certainty, bird eggs.
-

10.3.2 Subject to 15.6 and 16.4, a Tăichô Citizen has the right to make gifts to any persons, for their own consumption, of edible parts of wildlife harvested under 10.1.1.

10.3.3 Subject to 15.6 and 16.4, a Tăichô Citizen has the right to trade with or give to any persons, non-edible parts of wildlife harvested under 10.1.1 including, for greater certainty, down and other feathers.

10.4 POSSESSION AND TRANSPORTATION

10.4.1 A Tăichô Citizen has the right to possess and transport anywhere in Canada the edible and non-edible parts of wildlife harvested under 10.1.1 including, for greater certainty, bird eggs, down and other feathers, and is not required to obtain a licence from government to exercise this right but is subject to any identification requirements established by legislation or Tăichô laws.

10.5 RIGHT OF ACCESS

10.5.1 Subject to limitations which may be prescribed by or in accordance with the Agreement and in relation to lands vested in another Aboriginal people under a land claims agreement, limitations set under that agreement that are of the same type as those that apply on Tăichô lands, a Tăichô Citizen has the right of access to all lands in Mówih Gogha Dê Nîitá'ee for the purpose of harvesting wildlife under 10.1.1.

10.5.2 The right of access under 10.5.1 includes the right to

- (a) establish and maintain hunting, trapping and fishing camps established primarily for use by Tăichô Citizens; and
- (b) use plants and trees for purposes ancillary to wildlife harvesting under 10.1.1 except, in the case of trees, where the use of trees conflicts with any activity carried out under an authorization granted by government, such as a timber licence or permit, a forest management agreement or a land use permit.

10.5.3 The right of access under 10.5.1 does not extend to

- (a) lands that are dedicated to military or national security purposes under legislation or areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been given to the Tăichô Government;
 - (b) an area of land not exceeding 10 hectares that is
 - (i) fenced or otherwise identified as an area within which access for harvesting is not permitted, and
 - (ii) held under a surface lease or in fee simple or subject to an agreement for sale or reserved by government in the name of any department or agency of government; or
 - (c) lands that were, on the effective date, held under a surface lease or in fee simple or subject to an agreement for sale.
-

- 10.5.4 The exercise by a Táichó Citizen of the right of access under 10.5.1 on lands owned in fee simple or subject to an agreement for sale or a surface lease, is subject to 10.5.5, to any restrictions agreed to or imposed under 10.6 and to the following conditions:
- (a) the Táichó Citizen shall not cause any significant damage to the lands, and shall be responsible for any such damage;
 - (b) the Táichó Citizen shall not commit any mischief on the lands;
 - (c) the Táichó Citizen shall not significantly interfere with the occupier's use and peaceable enjoyment of the lands; and
 - (d) the Táichó Citizen shall not, without the consent of the owner or occupier, establish any permanent or seasonal camp or structure or cut or use any wood other than dead wood.
- 10.5.5 Unless otherwise provided for in an agreement with the owner or occupier or, in the case of Crown land, government, a Táichó Citizen exercises the right of access under 10.5.1 at his or her own risk and has no right of action against the owner, occupier or government for loss suffered or damage arising therefrom, except where such loss or damage results from a danger negligently created by the owner, occupier or government, as the case may be.
- 10.5.6 The exercise of the right to harvest under 10.1.1 and the right of access under 10.5.1 in a community is subject to laws for purposes of safety.
- 10.6 CONFLICT BETWEEN AUTHORIZED USE OF LAND AND HARVESTING ACTIVITIES
- 10.6.1 If, in relation to land that is not Táichó land and to which the right of access under 10.5.1 applies, a proponent believes that there may be a conflict between the use of the land by the proponent and the harvesting activities of Táichó Citizens and that the right of access or the harvesting activities of Táichó Citizens should be consequently restricted, the proponent shall discuss the conflict with the Táichó Government and attempt to conclude an agreement with respect to the proponent's use of the land and the nature and extent of restrictions of the access right or of the harvesting activities that may be necessary to avoid the conflict.
- 10.6.2 The Táichó Government or the proponent may refer a dispute as to a proposed restriction for resolution in accordance with chapter 6.
- 10.6.3 Subject to 10.6.4, if no reference for resolution of a dispute is made under 10.6.2, no agreement has been reached and the proponent has made adequate attempts to resolve the dispute in accordance with criteria set by rules established under 6.3.1(c), after giving the Táichó Government 10-days notice, the proponent may impose a restriction proposed during the discussions conducted under 10.6.1.
- 10.6.4 If the Táichó Government refers a dispute as to a proposed restriction for resolution in accordance with chapter 6,
- (a) within the 10-day notice period, the proponent cannot impose the restriction unless and until the restriction is agreed to or confirmed in accordance with chapter 6; and
-

(b) after the 10-day notice period, any restriction imposed by the proponent under 10.6.3 remains in effect unless and until removed in accordance with chapter 6.

10.6.5 If a dispute as to a proposed restriction is referred for resolution in accordance with chapter 6 and an arbitrator is appointed under 6.5, the arbitrator shall determine whether there is a conflict between the use of land by the proponent and the harvesting activities of Tàichô Citizens, and if so, make an order confirming the nature, extent, duration and conditions of the restriction on the right of access under 10.5.1 or on the harvesting activities of Tàichô Citizens required to allow the proposed use. A restriction confirmed by an order of an arbitrator shall be effective from the date ordered by the arbitrator.

10.7 COMMERCIAL ACTIVITIES RELATING TO WILDLIFE

10.7.1 Government shall consult the Tàichô Government before permitting commercial harvesting of fish in Wek'ëezhîi, if such harvesting has not been permitted during the three-year period preceding the proposal to permit the new harvesting.

10.7.2 In licensing commercial activities in relation to wildlife in Wek'ëezhîi, a Tàichô Citizen, the Tàichô Government or its designate shall be treated on the same basis as other licence applicants.

10.7.3 The Tàichô Government shall have the exclusive right to be licensed to

(a) commercially harvest free-roaming muskox or bison on Tàichô lands;

(b) provide guiding services and harvesting opportunities on Tàichô lands with respect to free-roaming muskox or bison; and

(c) conduct commercial activities, other than harvesting, with respect to species other than free-roaming muskox and bison, on Tàichô lands,

and to assign any rights under such licences to others.

10.7.4 Where the commercial harvesting of a species of wildlife in Wek'ëezhîi is authorized by government, the Tàichô Government has the power to authorize commercial harvesting of that species on Tàichô lands. For greater certainty, no person may harvest wildlife on Tàichô lands, for commercial purposes, without the authorization of the Tàichô Government.

10.8 LEASE OF CROWN LAND TO TÀICHÔ GOVERNMENT

10.8.1 Government shall, upon request and at reasonable rent, lease such lands to the Tàichô Government or its designate, as in the opinion of government are reasonably necessary to allow the exercise of the rights under any licences taken up by that Government or its designate under 10.7.2.

10.9 EMERGENCIES

10.9.1 Nothing in the Agreement prevents any person from killing wildlife for survival in an emergency or to defend or protect persons or property.

CHAPTER 11

WILDLIFE HARVESTING COMPENSATION

11.1 DEFINITIONS

11.1.1 The following definitions apply in this chapter.

"compensation" means a cash payment, either lump sum or a periodic payment, or non-monetary compensation such as replacement or substitution of damaged or lost property or equipment or relocation or transportation of Tăichô Citizens or equipment to a different harvesting locale or a combination of such elements.

"project" does not include a wildlife harvesting activity or naturalist activity.

11.2 GENERAL

11.2.1 A developer is liable absolutely, without proof of fault or negligence, for the following losses and damage, suffered by a Tăichô Citizen or the Tăichô First Nation as a result of a project in Wek'eezhii in which that developer is engaged:

- (a) loss or damage to property or equipment used in wildlife harvesting under 10.1.1 or to wildlife harvested under 10.1.1;
- (b) present and future loss of income from wildlife harvesting under 10.1.1; and
- (c) present and future loss of wildlife harvested under 10.1.1.

11.2.2 Notwithstanding 11.2.1, a developer shall not be liable for losses suffered by a Tăichô Citizen or the Tăichô First Nation as a result of the establishment of a national park or a protected area, or any lawful activity within a park or protected area, except for direct loss or damage to property or equipment used in wildlife harvesting under 10.1.1 or to wildlife harvested under 10.1.1.

11.2.3 A Tăichô Citizen and the Tăichô Government shall make their best efforts to mitigate any losses or damage referred to in 11.2.1.

11.2.4 If agreement has not been reached between a developer and a Tăichô Citizen or the Tăichô Government with respect to a claim for compensation within 30 days of the submission of a claim in writing by the Tăichô Citizen or the Tăichô Government, either party may refer the dispute for resolution in accordance with chapter 6.

11.2.5 Following a reference under 11.2.4, if an arbitrator is appointed under 6.5, that arbitrator shall determine whether the developer is liable under 11.2.1 and, if so, what compensation to award, and may also

- (a) provide for future review of the compensation award, if appropriate;
 - (b) recommend that the developer, the Tăichô Citizen or the Tăichô Government take or refrain from taking certain action in order to mitigate further loss or damage; and
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- (c) on review of a previous award, determine whether the developer, the Táichó Citizen or the Táichó Government has adopted any mitigative recommendations made under that previous award.
 - 11.2.6 A Táichó Citizen or the Táichó Government that refers a dispute respecting a claim for compensation under this chapter for resolution in accordance with chapter 6, cannot exercise any right they might have otherwise had to resolve the dispute in a court.
 - 11.2.7 Nothing in this chapter is intended to limit the ability of the Táichó Government to negotiate with a developer with respect to compensation for losses in relation to wildlife harvesting, including the process for settling and resolving claims. Any such agreement will be binding on Táichó Citizens.
 - 11.2.8 Legislation may provide for limits of liability of developers, the burden of proof on claimants, limitation periods for making claims and any other matters not inconsistent with the Agreement.
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CHAPTER 12

WILDLIFE HARVESTING MANAGEMENT

12.1 GENERAL

- 12.1.1 A board to be known as the **Wek'ëezhii** Renewable Resources Board is hereby established, as an institution of public government, to perform the functions of wildlife management set out in the Agreement, in **Wek'ëezhii**. The Board shall act in the public interest.
- 12.1.2 Notwithstanding any other provision of the Agreement, the **Wek'ëezhii** Renewable Resources Board does not have authority respecting
- (a) wildlife or wildlife habitat in a national park; or
 - (b) fish or fish habitat in Great Slave Lake.
- 12.1.3 The **Wek'ëezhii** Renewable Resources Board and any other authority whose responsibilities include the management of wildlife, wildlife habitat, forests, plants, land or water in **Wek'ëezhii** shall co-ordinate their functions.
- 12.1.4 The objective of this chapter is to recognize the importance of wildlife and its habitat to the Tăichô First Nation well-being, way of life and land-based economy.
- 12.1.5 In exercising their powers in relation to the management of wildlife, each of the Parties and the **Wek'ëezhii** Renewable Resources Board, in respect of **Wek'ëezhii**, shall
- (a) make management decisions on an ecosystemic basis so as to recognize the interconnection of wildlife with the other components of the physical environment;
 - (b) apply the principles and practices of conservation;
 - (c) use the best information available, except that, in the absence of complete information, where there are threats of serious or irreparable damage, lack of complete certainty shall not be a reason for postponing reasonable conservation measures;
 - (d) monitor and periodically review its management decisions and actions and modify those decisions and actions, on the basis of the results of such monitoring and review; and
 - (e) consider, where appropriate, public health and public safety issues.
- 12.1.6 In exercising their powers under this chapter, the Parties and the **Wek'ëezhii** Renewable Resources Board shall take steps to acquire and use traditional knowledge as well as other types of scientific information and expert opinion.

12.2 STRUCTURE OF WEK'ËEZHII RENEWABLE RESOURCES BOARD

- 12.2.1 The **Wek'ëezhii** Renewable Resources Board shall have an odd number of members not exceeding nine, one of whom shall be the chairperson.
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- 12.2.2 Excluding the chairperson,
- (a) 50 percent of the members of the Wek'ëezhii Renewable Resources Board shall be appointed by government; and
 - (b) the Tāichō Government and the representatives of any other Aboriginal people whose wildlife harvesting takes place primarily in Wek'ëezhii and which has concluded an agreement with government that provides for their participation in the Board on the basis of their agreement that the Board perform the functions set out in the Agreement shall be entitled to appoint 50 percent of the members; and
 - (c) the Tāichō Government shall be entitled to appoint at least 50 percent of the members under (b).
- 12.2.3 Government shall consult with the Tāichō Government before concluding an agreement under 12.2.2(b).
- 12.2.4 The authorities entitled to appoint members to the Wek'ëezhii Renewable Resources Board shall consult with each other before making their appointments.
- 12.2.5 The chairperson shall be nominated by the other members of the Wek'ëezhii Renewable Resources Board and appointed jointly by the authorities entitled to appoint members of the Board. The members may nominate one of themselves or any other person.
- 12.2.6 The authorities entitled to appoint members to the Wek'ëezhii Renewable Resources Board shall endeavour to appoint persons who have knowledge of
- (a) wildlife in Wek'ëezhii, including its harvesting;
 - (b) wildlife habitat in Wek'ëezhii;
 - (c) in relation to (a) and (b), the Aboriginal ways of life of Aboriginal peoples of Wek'ëezhii; and
 - (d) the relationship of (a) and (b) to (c).
- 12.2.7 Wek'ëezhii Renewable Resources Board members shall not be considered to have a conflict of interest by reason only of being public servants or employees of Aboriginal organizations.
- 12.2.8 A quorum of the Wek'ëezhii Renewable Resources Board shall consist of at least three members, including one of the members appointed by government and one of the members appointed by the Tāichō Government or the representative of another Aboriginal people referred to in 12.2.2. Subject to this quorum, vacancies shall not prevent the remaining members from acting. The Board may, when it is first established, start to operate as soon as this quorum has been appointed.
- 12.2.9 Each member shall be appointed to hold office for a specific term not to exceed five years. A member may be reappointed.
- 12.2.10 A member may be removed from office at any time for cause by the authority or authorities which appointed the member.
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12.3 ADMINISTRATION

- 12.3.1 The Wek'ëezhii Renewable Resources Board shall be accountable to government for its expenditures.
- 12.3.2 The Wek'ëezhii Renewable Resources Board shall prepare an annual budget and submit it to government, except that the budget for the first year of operation shall be as set out in the Implementation Plan. The requirement for an annual budget does not prevent government from providing multi-year funding to the Board. Government may approve the budget as submitted or vary it and approve it as varied. The expenses of the Board incurred in accordance with its approved budget shall be a charge on government. The budget shall provide for funds reasonably required to fulfill the mandate of the Board and shall be in accordance with the Government of Canada's Treasury Board guidelines.
- 12.3.3 The budget of the Wek'ëezhii Renewable Resources Board may provide for
- (a) remuneration and travel expenses for attendance of Board members at Board and committee meetings;
 - (b) the expenses of public hearings and meetings;
 - (c) the costs of research, public education and other programs as may be approved by government from time to time; and
 - (d) the expenses of staff, advisors and consultants and of the operation and maintenance of the office.
- 12.3.4 The Wek'ëezhii Renewable Resources Board shall have, subject to its approved budget, such staff, professional and technical advisors and consultants as are necessary for the proper conduct of its affairs.
- 12.3.5 The Wek'ëezhii Renewable Resources Board may make by-laws respecting
- (a) the calling of meetings of the Board and the conduct of its business at its meetings; and
 - (b) the establishment of special and standing committees of the Board, the delegation of duties to such committees and the fixing of quorum for meetings of such committees.
- 12.3.6 The Wek'ëezhii Renewable Resources Board may make rules respecting consultations to be conducted by it, the procedure for making applications, representations and complaints to it, including the conduct of hearings before it, and generally respecting the conduct of any business before it. The Board shall publish any such rules.
- 12.3.7 Subject to 12.3.8, the Wek'ëezhii Renewable Resources Board shall have
- (a) the power to summon before it any witnesses and require them to
 - (i) give evidence, orally or in writing, and on oath or, if they are persons entitled to affirm in civil matters, on solemn affirmation, and
 - (ii) produce such documents and things as the Board deems requisite to the full investigation of the matters before it; and
 - (b) the same power to enforce the attendance of witnesses and to compel them to give evidence as is vested in any court of record in civil cases.
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- 12.3.8 The Wek'ëezhii Renewable Resources Board may not summon before it Ministers of government or the Grand Chief of the Tāichō Government.
- 12.3.9 The Wek'ëezhii Renewable Resources Board may consult with government, the Tāichō Government, representatives of other Aboriginal peoples, Tāichō community representatives and the public and may do so by any means including informal meetings or public hearings.
- 12.3.10 A public hearing may be held by the Wek'ëezhii Renewable Resources Board where the Board is satisfied that such a hearing is desirable. A public hearing shall be held when the Board intends to recommend or determine a total allowable harvest level in respect of a population or stock of wildlife which has not been subject to a total allowable harvest level within the previous two years. A public hearing may be held at such place or places in Wek'ëezhii as the Board may designate.
- 12.3.11 The Wek'ëezhii Renewable Resources Board shall establish and maintain a public file for reports, research papers and data received by the Board and for its determinations and recommendations, except that any material furnished on a confidential basis shall not be made public without the consent of the originator.
- 12.4 POWERS OF WEK'EEZHII RENEWABLE RESOURCES BOARD
- 12.4.1 The primary powers of the Wek'ëezhii Renewable Resources Board are those respecting
- (a) wildlife management, as described in 12.5, 12.6 and 12.7;
 - (b) commercial activities relating to wildlife, as described in 12.8;
 - (c) forest management, as described in 13.4;
 - (d) plant management, as described in 14.4; and
 - (e) protected areas, as described in chapter 16.
- 12.4.2 The Wek'ëezhii Renewable Resources Board may, to the extent provided by its approved budget,
- (a) monitor wildlife harvesting in Wek'ëezhii and collect data and conduct or participate in research in relation to such harvesting; and
 - (b) develop and conduct public education programs respecting wildlife harvesting in Wek'ëezhii and the management thereof.
- 12.4.3 Wildlife research and harvesting studies conducted in Wek'ëezhii or that part of Mōwhi Gogha Dē Nīitā'ēe within the Northwest Territories by government or by the Wek'ëezhii Renewable Resources Board or with government assistance shall directly involve the Tāichō Government and Tāichō Citizens to the greatest extent possible and that Government and those Citizens shall cooperate in and assist government or the Board in the context of such research studies.
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- 12.4.4 The Wek'ëezhii Renewable Resources Board may, to the extent provided by its approved budget, exercise any other powers relating to wildlife harvesting, including those respecting enforcement, assigned to it by a Party.

12.5 REVIEW OF PROPOSED WILDLIFE MANAGEMENT ACTIONS

- 12.5.1 A Party shall, before taking any action for management of wildlife in Wek'ëezhii, including such actions as set out in a management plan, submit its proposals to the Wek'ëezhii Renewable Resources Board for review under 12.5.4. These proposals may include provisions respecting such matters as protection or enhancement of habitat, research, identification and reporting requirements, monitoring, total allowable harvest levels, limitations on methods of harvesting and other limitations on harvesting activities, allocations of any total allowable harvest levels, designation of species or stocks at risk and identification of lands where harvesting or access for harvesting is prohibited for safety purposes. The Board may identify types of actions that need not be sent to it for review. In preparing any proposal, a Party shall consult with any other Party or other body with powers to manage any aspect of the proposal.
- 12.5.2 12.5.1 does not prevent a Party from establishing identification requirements in relation to wildlife harvested, harvesters or persons in possession of wildlife without first submitting them as proposals to the Wek'ëezhii Renewable Resources Board for review under 12.5.4. In order to facilitate co-ordination, each Party shall consult with the other Parties before establishing such identification requirements.
- 12.5.3 Any wildlife management plans, limits on wildlife harvesting or regulations respecting wildlife harvesting or other wildlife activities in existence before the effective date remain in effect until replaced, amended or removed under 12.5.
- 12.5.4 The Wek'ëezhii Renewable Resources Board shall review a proposal submitted to it under 12.5.1, 12.9.2 or 12.9.3. Before making its determination or recommendation under 12.5.5, the Board shall consult with the Party that submitted the proposal and with any other Party or body with powers to manage any aspect of the proposal, including any body with management powers over a national park and, in the case of a proposal respecting wildlife that migrates between Wek'ëezhii and another area, any body with authority over that wildlife in that other area, with a view to harmonizing the proposal with the actions of such other bodies. If a Party wishes the Board to make its determination or recommendation within a particular period of time, it shall specify that period when submitting its proposal.
- 12.5.5 The Wek'ëezhii Renewable Resources Board shall
- (a) make a final determination, in accordance with 12.6 or 12.7, in relation to a proposal
 - (i) regarding a total allowable harvest level, except for fish,
 - (ii) regarding the allocation of portions of any total allowable harvest levels to groups of persons or for specified purposes, or
 - (iii) submitted under 12.9.2 or 12.9.3(a) for the management of the Bathurst caribou herd with respect to its application in Wek'ëezhii; and
 - (b) in relation to any other proposal, including a proposal for a total allowable harvest level for a population or stock of fish, recommend implementation of the proposal as submitted or recommend revisions to it, or recommend it not be implemented.
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- 12.5.6 The **Wek'ëezhii** Renewable Resources Board may, without waiting for a proposal from a Party, make the following recommendations or determinations, after consulting with any Party or body with powers to manage any aspect of the subject matter of its recommendation or determination:
- (a) recommend actions for management of harvesting in **Wek'ëezhii**, including
 - (i) a total allowable harvest level for any population or stock of fish,
 - (ii) harvest quotas for wildlife or limits as to location, methods, or seasons of harvesting wildlife, or
 - (iii) the preparation of a wildlife management plan;
 - (b) determine a total allowable harvest level for any population of wildlife in **Wek'ëezhii**, except for fish, in accordance with 12.6; and
 - (c) determine the allocation of any total allowable harvest levels to groups of persons or for specified purposes, in accordance with 12.7.
- 12.5.7 The **Wek'ëezhii** Renewable Resources Board shall, at the request of a Party, review the way in which rights under 10.1.1, 10.3, 10.4, 13.2 and 14.2 are being exercised and recommend measures to be taken to prevent the use or consumption of wildlife, trees or plants in a manner inconsistent with those provisions.
- 12.5.8 The **Wek'ëezhii** Renewable Resources Board shall forward its determination or recommendation under 12.5.5, 12.5.6, 12.5.7, 13.4.1 or 14.4.1 with written reasons to each Party with powers under its laws to implement the determination or recommendation, indicating the date by which a Party is expected to respond to or implement them, and give public notice of these determinations and recommendations.
- 12.5.9 Any determination of the **Wek'ëezhii** Renewable Resources Board under 12.5.5(a)(i) or (iii) or 12.5.6(b) shall be consistent with any international or domestic intergovernmental agreement given effect by a Party in relation to a population or stock that migrates in or out of **Wek'ëezhii**.
- 12.5.10 Any recommendation of the **Wek'ëezhii** Renewable Resources Board under 12.5.5(b) or 12.5.6(a)(ii) regarding methods of harvesting shall be consistent with any international agreement given effect by a Party in relation to humane trapping standards.
- 12.5.11 Each Party with power under its laws to implement a recommendation of the **Wek'ëezhii** Renewable Resources Board made under 12.5.5, 12.5.6, 12.5.7, 13.4.1 or 14.4.1 shall accept, reject or vary such recommendation. In making its decision, each Party shall consult with any other Party or body with power to manage any aspect of the recommendation. Where a Party rejects or varies any recommendation received from the Board, it shall give its decision in writing, with reasons, to the Board and to the other Parties, and shall give public notice of that decision.
- 12.5.12 Each Party shall, to the extent of its power under legislation or **Tāichō** laws, establish or otherwise implement
- (a) a determination of the **Wek'ëezhii** Renewable Resources Board under 12.5.5 or 12.5.6; and
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- (b) any recommendation of the Board as accepted or varied by it.
 - 12.5.13 If the Wek'eezhli Renewable Resources Board fails to make a determination or recommendation under 12.5.5 within any reasonable period of time specified by the Party that submitted the proposal, the Party may, to the extent of its powers under legislation or Táichó laws, and in accordance with 12.6 and 12.7,
 - (a) where it is a proposal in respect of which the Board can make a final determination, make the final determination in place of the Board; and
 - (b) where it is a proposal in respect of which the Board can make a recommendation, exercise those powers without the Board's recommendation.
 - 12.5.14 Notwithstanding 12.5.1, a Party may, to the extent of its powers under legislation or Táichó laws, take any action for the management of wildlife in Wek'eezhli, in an emergency, without waiting for a determination or recommendation of the Wek'eezhli Renewable Resources Board, but if it does so the Party shall notify the Board and the other Parties as soon as possible, with reasons for taking such action.
 - 12.5.15 A Party may refer to the Wek'eezhli Renewable Resources Board for advice on any matter respecting management of wildlife or wildlife habitat, whether or not the matter is within the management powers of the Party. The Board may provide advice or may refer the matter back to the Party without advice.
 - 12.6 TOTAL ALLOWABLE HARVEST LEVELS AND OTHER LIMITS
 - 12.6.1 Subject to chapters 15 and 16, a total allowable harvest level shall be determined for conservation purposes only and only to the extent required for such purposes.
 - 12.6.2 Subject to 12.6.1 and chapters 15 and 16, limits may not be prescribed under legislation
 - (a) on the exercise of rights under 10.1.1 or 10.2.1 except for the purposes of conservation, public health or public safety; or
 - (b) on the right of access under 10.5.1 except for the purposes of safety.
 - 12.6.3 Any limits referred to in 12.6.2 shall be no greater than necessary to achieve the objective for which they are prescribed, and may not be prescribed where there is any other measure by which that objective could reasonably be achieved if that other measure would involve a lesser limitation on the exercise of the rights.
 - 12.6.4 For greater certainty, a Táichó Citizen does not have to obtain a licence from government to exercise rights under 10.1.1 or 10.3.
 - 12.6.5 In exercising its powers in relation to limits on harvesting, the Wek'eezhli Renewable Resources Board, in respect of Wek'eezhli, shall give priority to
 - (a) non-commercial harvesting over commercial harvesting; and
 - (b) with respect to non-commercial harvesting,
 - (i) Táichó Citizens and members of an Aboriginal people with rights to harvest wildlife in Wek'eezhli, over other persons, and
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- (ii) residents of the Northwest Territories over non-residents of the Northwest Territories other than persons described in (i).

12.6.6 In exercising their powers in relation to limits on harvesting, the Parties, in respect of Wek'eezhii or that part of Mōwhi Gogha Dē Nīitā'ēe within the Northwest Territories, shall give priority to

- (a) non-commercial harvesting over commercial harvesting; and
- (b) with respect to non-commercial harvesting,
 - (i) members of an Aboriginal people with rights to harvest wildlife in Wek'eezhii or that part of Mōwhi Gogha Dē Nīitā'ēe within the Northwest Territories, over other persons, and
 - (ii) residents of the Northwest Territories over non-residents of the Northwest Territories other than persons described in (i).

12.7 ALLOCATION OF TOTAL ALLOWABLE HARVEST LEVEL

12.7.1 When the Wek'eezhii Renewable Resources Board or government makes an allocation of a total allowable harvest level, it shall allocate

- (a) a sufficient portion
 - (i) for the Tāichō First Nation to allow Tāichō Citizens to exercise the rights under 10.1.1, and
 - (ii) for any other Aboriginal peoples to allow the members of those peoples to exercise any rights to harvest wildlife in Wek'eezhii; and
- (b) portions of any remainder of the total allowable harvest level among other groups of persons or for other purposes.

12.7.2 When the Wek'eezhii Renewable Resources Board or government makes an allocation under 12.7.1(a) for the Tāichō First Nation or other Aboriginal peoples, it shall consider all relevant factors including, in particular,

- (a) the usage patterns and levels of past harvests by Tāichō Citizens or other Aboriginal persons;
- (b) consumption or use by Tāichō Citizens or other Aboriginal persons, including for food, clothing and cultural purposes and for their dogs;
- (c) trade and gifts among Tāichō Citizens and other Aboriginal persons; and
- (d) the availability of other populations of wildlife to meet the needs of Tāichō Citizens or other Aboriginal persons.

12.7.3 When the Wek'eezhii Renewable Resources Board or government makes an allocation under 12.7.1(a), if the total allowable harvest level is not sufficient to allow the Tāichō First Nation and the other Aboriginal peoples to exercise their rights, it shall allocate the level equitably among the Tāichō First Nation and those peoples.

12.7.4 When the Wek'eezhii Renewable Resources Board or government makes an allocation under 12.7.1(b), of any portion of a total allowable harvest level remaining after an allocation for

the Tāichō First Nation and for other Aboriginal peoples, it shall consider all relevant factors including, in particular,

- (a) demand for hunting and sport fishing by residents and non-residents of the Northwest Territories;
- (b) demand for commercial harvesting in the Northwest Territories; and
- (c) demand by lodge operators and outfitters in Wek'ēezhii.

12.7.5 When the Wek'ēezhii Renewable Resources Board or government makes an allocation under 12.7.1(b) of any portion of a total allowable harvest level remaining after an allocation for the Tāichō First Nation and for other Aboriginal peoples, it shall give priority to

- (a) non-commercial harvesting over commercial harvesting; and
- (b) with respect to non-commercial harvesting,
 - (i) residents of the Northwest Territories over non-residents of the Northwest Territories, and
 - (ii) to the extent provided by legislation, residents of Wek'ēezhii who rely on wildlife from that area for food for themselves and their families over other persons.

12.7.6 Any allocation among individual Tāichō Citizens of the exercise of the harvesting rights of the Tāichō First Nation in Mōwhi Gogha Dē Nīitā'ēe, including in national parks and protected areas, shall be the responsibility of the Tāichō Government.

12.8 COMMERCIAL ACTIVITIES RELATING TO WILDLIFE

12.8.1 Recommendations of the Wek'ēezhii Renewable Resources Board under 12.5.6(a) may include recommendations for regulations respecting the following activities in Wek'ēezhii:

- (a) operation of commercial establishments and facilities for harvesting of wildlife;
- (b) commercial propagation and husbandry of wildlife;
- (c) commercial processing, marketing and sale of wildlife and wildlife products;
- (d) provision of commercial wildlife guiding and outfitting services; and
- (e) operation of commercial camps and lodges for fishing, hunting and naturalist purposes.

12.8.2 Government shall not permit commercial activities relating to wildlife, excluding fish, in Wek'ēezhii, without the consent of the Tāichō Government, if such activities have not been conducted anywhere in Wek'ēezhii during the three-year period preceding the proposal to permit the new activity. The Tāichō Government shall be deemed to have consented if it fails to deny its consent within any reasonable time set by the Wek'ēezhii Renewable Resources Board.

- 12.8.3 Government shall not permit a commercial activity in **Wek'èezhii** for the propagation, cultivation or husbandry of a species of wildlife that, in the opinion of the **Wek'èezhii** Renewable Resources Board, could adversely affect the exercise of harvesting rights by **Tàichò** Citizens under 10.1.1, without the consent of the **Tàichò** Government. The **Tàichò** Government shall be deemed to have consented if it fails to deny its consent within any reasonable time set by the Board.
- 12.8.4 Notwithstanding 12.8.2 and 12.8.3, on application by an interested party, or on its own motion, the **Wek'èezhii** Renewable Resources Board may review any decision of the **Tàichò** Government under 12.8.2 or 12.8.3 denying its consent to such commercial activities and may allow government to permit such activities if the Board determines that it is reasonable, in the circumstances, to permit such activities.
- 12.8.5 The **Wek'èezhii** Renewable Resources Board shall advise the appropriate licensing authority and the **Tàichò** Government of any decisions under 12.8.4.
- 12.8.6 The **Tàichò** Government shall consult government before authorizing commercial activities relating to wildlife on **Tàichò** lands.
- 12.9 MANAGEMENT PLANS FOR MIGRATORY SPECIES
- 12.9.1 It is an objective that management plans, respecting wildlife that migrates between **Wek'èezhii** and another area, be prepared jointly with any body with authority over that wildlife in that other area. Failure to reach agreement on the application of such a plan outside **Wek'èezhii** does not prevent the Parties from preparing and implementing a plan for **Wek'èezhii**.
- 12.9.2 Within the first year after the effective date, the **Wek'èezhii** Renewable Resources Board shall convene a meeting of the Parties for the purpose of establishing a process to prepare a comprehensive proposal for the management of the Bathurst caribou herd. The Board shall invite any government other than the Parties with jurisdiction over any part of the caribou range, and representatives of any Aboriginal peoples other than the **Tàichò** First Nation with harvesting rights over the caribou, to participate. The Parties may consult any other person or body with an interest in or responsibilities over the caribou, or their range. Upon its completion, the proposal shall be submitted to the Board for review under 12.5.4.
- 12.9.3 Within three years after the effective date or such later date agreed to by the Parties, each Party shall, separately or jointly, to the extent of their powers, prepare a proposal and submit it to the **Wek'èezhii** Renewable Resources Board for review under 12.5.4, for the management of
- (a) the Bathurst caribou herd, if one has not been prepared under 12.9.2; and
 - (b) woodland caribou.
- 12.10 INTERNATIONAL AND DOMESTIC ARRANGEMENTS
- 12.10.1 Government shall consult with the **Wek'èezhii** Renewable Resources Board with respect to the formulation of government positions in relation to international agreements which may affect wildlife or wildlife habitat in **Wek'èezhii** prior to adopting positions.
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12.10.2 In respect of wildlife in Wek'ëezhii which cross international boundaries, the Government of Canada shall endeavour to include the countries concerned in cooperative conservation and management agreements and arrangements. The Government of Canada shall endeavour to have provisions in such agreements and arrangements respecting joint research objectives and related matters respecting the control of access to such wildlife.

12.10.3 Government shall provide the Tàichô Government with the opportunity to be represented in any Canadian management regimes in respect of wildlife which are established under international or domestic intergovernmental agreements and which affect wildlife in Wek'ëezhii.

12.11 GREAT SLAVE LAKE

12.11.1 The Tàichô Government may nominate or appoint at least one member to any governmental body having advisory or management responsibilities with respect to the management of fish or fish habitat in Great Slave Lake.

12.12 HARMONIZATION OF LAWS

12.12.1 The Tàichô Government and the Government of the Northwest Territories will, prior to the enactment of laws in relation to wildlife management, make every reasonable attempt to harmonize those laws to ensure the maximum protection for wildlife in the Northwest Territories.

12.13 WILDLIFE MANAGEMENT UNDER FUTURE LAND CLAIMS AGREEMENTS

12.13.1 If a future land claims agreement provides that a body other than the Wek'ëezhii Renewable Resources Board ("new body") has authority in relation to any part of Wek'ëezhii to

- (a) determine a total allowable harvest level, except for fish;
- (b) determine the allocation of portions of any total allowable harvest level; or
- (c) make a determination respecting the management of the Bathurst caribou herd,

the new body and the Wek'ëezhii Renewable Resources Board shall make these determinations jointly, in accordance with a process agreed to by them, in lieu of making them separately.

12.13.2 In the absence of an agreement by the new body and the Wek'ëezhii Renewable Resources Board as to the process for making any joint determination referred to in 12.13.1, or where they fail to make such a determination within any reasonable period of time specified by a Party that submitted a proposal for their determination, a Party may, to the extent of its powers under legislation or Tàichô laws to establish or otherwise implement such a determination, make that determination in place of the Board, in accordance with 12.5, 12.6 and 12.7.

12.13.3 Upon the coming into effect of a future land claims agreement with provisions referred to in 12.13.1, any entitlement which representatives of the Aboriginal people which is party to that agreement had to appoint any members to the Wek'ëezhii Renewable Resources Board shall be assumed by the Tàichô Government.

CHAPTER 13

TREES AND FOREST MANAGEMENT

13.1 GENERAL

13.1.1 13.2 and 13.3 do not apply to Tàichò lands.

13.1.2 Nothing in this chapter shall be construed to

- (a) confer rights of ownership of trees;
- (b) guarantee the supply of trees;
- (c) preclude persons who are not Tàichò Citizens from harvesting trees, except that they may be precluded from doing so by or under legislation;
- (d) entitle a Tàichò Citizen or the Tàichò Government to any compensation for damage to or loss of trees or harvesting opportunities; or
- (e) derogate from the access right of a Tàichò Citizen under 10.5.

13.1.3 Nothing in the Agreement is intended to affect any responsibility of government for the fighting of forest fires in Wek'èezhìi or that part of Mòwhì Gogha Dè Nìitá'èe within the Northwest Territories.

13.1.4 The commercial harvesting of trees throughout Wek'èezhìi or that part of Mòwhì Gogha Dè Nìitá'èe within the Northwest Territories is subject to legislation and Tàichò laws.

13.1.5 In exercising their powers in relation to forest management, the Government of the Northwest Territories and the Tàichò Government, in relation to that part of Mòwhì Gogha Dè Nìitá'èe within the Northwest Territories, and the Wek'èezhìi Renewable Resources Board, in relation to Wek'èezhìi, shall

- (a) make management decisions on an ecosystemic basis so as to recognize the interconnection of wildlife with the other components of the physical environment;
 - (b) apply the principles and practices of conservation;
 - (c) use the best information available, except that, in the absence of complete information, where there are threats of serious or irreparable damage, lack of complete certainty shall not be a reason for postponing reasonable conservation measures;
 - (d) monitor and periodically review its management decisions and actions and modify those decisions and actions, on the basis of the results of such monitoring and review; and
 - (e) consider, where appropriate, public health and public safety issues.
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- 13.1.6 In exercising their powers in relation to forest management, the Government of the Northwest Territories and the Tàichô Government, in relation to that part of Mówhi Gogha Dè Níitá'ée within the Northwest Territories, and the Wek'èezhìi Renewable Resources Board, in relation to Wek'èezhìi, shall take steps to acquire and use traditional knowledge as well as other types of scientific information and expert opinion.
- 13.2 RIGHT TO HARVEST
- 13.2.1 Subject to any limitations prescribed by or in accordance with the Agreement and to legislation and Tàichô laws in respect of forest management, land management in a community, conservation, public health, public safety or protection of the environment from significant damage, the Tàichô First Nation has the right to harvest trees, including dead trees, throughout Wek'èezhìi or that part of Mówhi Gogha Dè Níitá'ée within the Northwest Territories at all seasons of the year for
- (a) firewood for use by Tàichô Citizens or for community purposes in a Tàichô community;
 - (b) construction or maintenance of hunting, trapping and fishing camps primarily for use by Tàichô Citizens;
 - (c) the making of handicrafts by Tàichô Citizens;
 - (d) use by Tàichô Citizens for traditional, cultural or medicinal purposes;
 - (e) construction of boats and rafts primarily for use by Tàichô Citizens; and
 - (f) construction of houses for occupancy by Tàichô Citizens and of buildings in a Tàichô community for community purposes.
- 13.2.2 The right of the Tàichô First Nation to harvest trees under 13.2.1 does not apply
- (a) on lands held in fee simple or subject to an agreement for sale or surface lease;
 - (b) where it conflicts with any activity carried out under an authorization granted by government, such as a timber licence or permit, a forest management agreement or a land use permit; or
 - (c) on lands dedicated to military or national security purposes under legislation or in areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been given to the Tàichô Government.
- 13.2.3 If any limitations to the right to harvest trees under 13.2.1 results in Tàichô Citizens and members of any other Aboriginal people being unable to fully exercise their rights to harvest trees, the amount they are allowed to harvest shall be allocated equitably among them.
- 13.2.4 Subject to any agreement between the Tàichô First Nation and the Inuit of Nunavut, Tàichô Citizens have the right to harvest trees within those areas of Nunavut which they have traditionally used and continue to use for that purpose, on a basis equivalent to the Inuit of Nunavut under Article 5 of the Nunavut Agreement.
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13.3 AUTHORIZATION OF COMMERCIAL HARVESTING

- 13.3.1 Subject to 13.3.3, no authorization for the commercial harvesting of trees in **Wek'ëezhii** shall be granted without the consent of the **Tāichō** Government where in the opinion of the **Wek'ëezhii** Renewable Resources Board such commercial harvesting would significantly affect the harvesting of wildlife by **Tāichō** Citizens. The **Tāichō** Government shall be deemed to have consented if it fails to deny its consent within any reasonable time set by the Board.
- 13.3.2 The **Tāichō** Government shall be consulted by government prior to any change in the area of a commercial harvesting operation in **Wek'ëezhii**.
- 13.3.3 On application by an interested party, or on its own motion, the **Wek'ëezhii** Renewable Resources Board may review a decision of the **Tāichō** Government under 13.3.1 not to consent to the granting of an authorization for the commercial harvesting of trees. If the Board determines that such commercial harvesting is reasonable, in the circumstances, the authorization may be granted.

13.4 FOREST MANAGEMENT

- 13.4.1 The **Wek'ëezhii** Renewable Resources Board may, in relation to **Wek'ëezhii** but not in relation to a national park, and after consultation with any Party or body with powers respecting forest management, make recommendations to the Parties with respect to
- (a) policies and rules in respect of the harvesting of trees; and
 - (b) plans and policies for forest management which may include
 - (i) determination of areas of commercial harvesting of trees and the terms and conditions of such harvesting which may include cutting rates, allowable harvests of trees, harvesting methods, reforestation measures and the employment and training of **Tāichō** Citizens,
 - (ii) provisions for management agreements with commercial harvesters and land owners, and
 - (iii) provision for forest fire management activities.
- 13.4.2 In relation to **Wek'ëezhii** but not in relation to a national park, government or the **Tāichō** Government may consult the **Wek'ëezhii** Renewable Resources Board on any matter which affects forest management and shall consult the Board on
- (a) draft legislation and **Tāichō** laws respecting forest management;
 - (b) land use policies and draft legislation and **Tāichō** laws where those policies, legislation or laws will likely impact on forest management;
 - (c) policies respecting forest management research and the evaluation of such research; and
 - (d) plans for training **Tāichō** Citizens in forest management.
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CHAPTER 14

PLANTS

14.1 GENERAL

14.1.1 14.2 and 14.3 do not apply to Tăichô lands.

14.1.2 Nothing in this chapter shall be construed to

- (a) confer rights of ownership to plants;
- (b) guarantee the supply of any plants;
- (c) preclude persons who are not Tăichô Citizens from harvesting plants, except that they may be precluded from doing so by or under legislation;
- (d) entitle a Tăichô Citizen or the Tăichô Government to any compensation for damage to or loss of plants or harvesting opportunities; or
- (e) derogate from the access right of a Tăichô Citizen under 10.5.

14.1.3 In exercising their powers in relation to the management of plants, the Government of the Northwest Territories and the Tăichô Government, in relation to that part of Mōwhi Gogha Dē Nīitá'ēē within the Northwest Territories, and the Wek'ēezhii Renewable Resources Board, in relation to Wek'ēezhii, shall

- (a) make management decisions on an ecosystemic basis so as to recognize the interconnection of wildlife with the other components of the physical environment;
- (b) apply the principles and practices of conservation;
- (c) use the best information available, except that, in the absence of complete information, where there are threats of serious or irreparable damage, lack of complete certainty shall not be a reason for postponing reasonable conservation measures;
- (d) monitor and periodically review its management decisions and actions and modify those decisions and actions, on the basis of the results of such monitoring and review; and
- (e) consider, where appropriate, public health and public safety issues.

14.1.4 In exercising their powers in relation to the management of plants, the Government of the Northwest Territories and the Tăichô Government, in relation to that part of Mōwhi Gogha Dē Nīitá'ēē within the Northwest Territories, and the Wek'ēezhii Renewable Resources Board, in relation to Wek'ēezhii, shall take steps to acquire and use traditional knowledge as well as other types of scientific information and expert opinion.

14.2 RIGHT TO HARVEST

14.2.1 Subject to any limitations prescribed by or in accordance with the Agreement and to legislation and Tāichō laws in respect of conservation, land management in a community, public health, public safety or protection of the environment from significant damage, the Tāichō First Nation has the right to harvest plants throughout **Wek'ēezhii** or that part of **Mōwhi Gogha Dē Nīitā'ēe** within the Northwest Territories at all seasons of the year for

- (a) the making of handicrafts by Tāichō Citizens;
- (b) use or consumption by Tāichō Citizens for food, medicinal or cultural purposes, and for purposes ancillary to wildlife harvesting under 10.1.1; and
- (c) trade or gifts to members of an Aboriginal people of the Northwest Territories, Nunavut or Alberta for their own use or consumption.

14.2.2 The right of the Tāichō First Nation to harvest plants under 14.2.1 does not apply

- (a) on lands held in fee simple, subject to an agreement for sale or surface lease;
- (b) where it conflicts with any activity carried out under an authorization granted by government such as a timber licence or permit, a forest management agreement or land use permit; and
- (c) on lands dedicated to military or national security purposes under legislation or in areas temporarily being used for military exercises for the period of such temporary use, after notice of such dedication or use has been given to the Tāichō Government.

14.2.3 If any limitations to the right to harvest plants under 14.2.1 results in Tāichō Citizens and members of any other Aboriginal people being unable to fully exercise their rights to harvest plants, the amount they are allowed to harvest shall be allocated equitably among them.

14.2.4 Subject to any agreement between the Tāichō First Nation and the Inuit of Nunavut, Tāichō Citizens have the right to harvest plants within those areas of Nunavut which they have traditionally used and continue to use for that purpose, on a basis equivalent to the Inuit of Nunavut under Article 5 of the Nunavut Agreement.

14.3 AUTHORIZATION OF COMMERCIAL HARVESTING

14.3.1 Subject to 14.3.3, no authorization for the commercial harvesting of plants in **Wek'ēezhii** shall be granted without the consent of the Tāichō Government where in the opinion of the **Wek'ēezhii** Renewable Resources Board such commercial harvesting would significantly affect the harvesting of wildlife by Tāichō Citizens. The Tāichō Government shall be deemed to have consented if it fails to deny its consent within any reasonable time set by the Board.

14.3.2 The Tāichō Government shall be consulted by government prior to any change in the area of a commercial harvesting operation in **Wek'ēezhii**.

- 14.3.3 On application by an interested party, or on its own motion, the **Wek'ëezhii** Renewable Resources Board may review a decision of the **Tāichō** Government under 14.3.1 not to consent to the granting of an authorization for the commercial harvesting of plants. If the Board determines that such commercial harvesting is reasonable, in the circumstances, the authorization may be granted.

14.4 MANAGEMENT OF PLANTS

- 14.4.1 The **Wek'ëezhii** Renewable Resources Board may, in relation to **Wek'ëezhii** but not in relation to a national park, and after consultation with any Party or body with powers respecting the management of plants, make recommendations to the Parties with respect to

- (a) policies and rules in respect of the harvesting of plants; and
- (b) plans and policies for plant management which may include
 - (i) determination of areas of commercial harvesting of plants and the terms and conditions of such harvesting and the employment and training of **Tāichō** Citizens, and
 - (ii) provisions for management agreements with commercial harvesters and land owners.

- 14.4.2 In relation to **Wek'ëezhii** but not in relation to a national park, government or the **Tāichō** Government may consult the **Wek'ëezhii** Renewable Resources Board on any matter which affects plant management and shall consult the Board on

- (a) draft legislation and **Tāichō** laws respecting plant management;
- (b) land use policies and draft legislation and **Tāichō** laws where those policies, legislation or laws will likely impact on plant management;
- (c) policies respecting plant management research and the evaluation of such research; and
- (d) plans for training **Tāichō** Citizens in plant management.

14.5 LEGISLATION

- 14.5.1 Government shall consult with the **Tāichō** Government with respect to the harvesting of plants by **Tāichō** Citizens before legislating to regulate or prohibit harvesting of plants in **Wek'ëezhii** or that part of **Mōwhi Gogha Dè Nīitá'ée** within the Northwest Territories.
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CHAPTER 15

NATIONAL PARKS

15.1 GENERAL

- 15.1.1 The purpose of establishing a national park is to preserve and protect for future generations representative natural areas of national significance, including the wildlife resources of such areas, and to encourage public understanding, appreciation and enjoyment of such areas, while providing for the rights of the Tăichô First Nation under the Agreement to use such areas for the harvesting of wildlife, plants and trees.
- 15.1.2 The traditional and current use of lands within a national park by the Tăichô First Nation shall be recognized in policies and public information programs and materials.
- 15.1.3 Park management plans and interim management guidelines for national parks shall respect
 - (a) Tăichô burial sites and places of religious and ceremonial significance; and
 - (b) sites of historic and archaeological significance to the Tăichô First Nation.
- 15.1.4 Exploration for and production of minerals shall not be permitted within a national park, except as may be required for construction purposes within the park.
- 15.1.5 Except as otherwise provided in the Agreement, a national park shall be planned, established and managed in accordance with the *National Parks Act* and other legislation, the national parks policy and any interim guidelines or park management plan in effect.
- 15.1.6 Once established, the boundaries of a national park shall not be reduced without the consent of the Tăichô Government. The boundaries of a national park shall not be enlarged except after consultation with the Tăichô Government.
- 15.1.7 Wildlife management within a national park shall be compatible with wildlife management in *Wek'ëezhii* to the extent possible, consistent with national parks objectives and policies.
- 15.1.8 The Minister or the Minister's designate and any Committee described in 15.3 shall consult with the *Wek'ëezhii* Renewable Resources Board when exercising its powers in relation to wildlife that may migrate between a national park and another part of *Wek'ëezhii* or in relation to any other matter in a national park which may affect wildlife habitat in a part of *Wek'ëezhii* outside the park.

15.2 TĂICHÔ IMPACT AND BENEFIT PLAN

- 15.2.1 Prior to establishment of a national park in *Wek'ëezhii*, a Tăichô impact and benefit plan for the proposed park shall be prepared and approved in accordance with 15.2.2.
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15.2.2 The Tăichô Government and officials designated by the Minister shall attempt to prepare jointly a Tăichô impact and benefit plan. If they agree on a plan, they shall submit it to the Minister for consideration and approval. If they fail to reach agreement on a plan within 18 months, each party may submit its own plan to the Minister for the Minister's consideration and approval. The Minister may approve a plan that consists of one of the plans submitted to the Minister or of parts of each. The Minister shall give written reasons for a decision. Government and the Tăichô Government shall implement a plan once it has been approved.

15.2.3 A Tăichô impact and benefit plan shall

- (a) be consistent with the other provisions of the Agreement;
- (b) address the impact of the establishment and development of the park on any affected Tăichô community;
- (c) describe the steps that will be taken by government to establish the park; and
- (d) describe training opportunities to assist Tăichô Citizens to qualify for employment in the park.

15.2.4 The Tăichô impact and benefit plan may include provisions relating to

- (a) the Committee described in 15.3;
- (b) the continued use by Tăichô Citizens of camps, cabins and traditional travel routes to exercise the harvesting rights of the Tăichô First Nation in the park;
- (c) economic and employment opportunities for Tăichô Citizens and measures which will be adopted to assist Tăichô Citizens to take advantage of such opportunities, in addition to the opportunities provided under 15.2.3(d);
- (d) mitigation of potential negative impacts of park establishment on any affected Tăichô community;
- (e) routes and locations for public access to the park; and
- (f) other impacts and benefits of concern to government or any affected Tăichô community.

15.2.5 A Tăichô impact and benefit plan shall contain provisions providing for a review of the plan not less than once every 10 years after the establishment of the park.

15.3 NATIONAL PARK ADVISORY MANAGEMENT COMMITTEE

15.3.1 A National Park Advisory Management Committee ("the Committee") shall be established for each national park at the time the park is established.

- 15.3.2 The Committee, when the park is wholly in **Wek'ezhii**, shall consist of a number of members appointed by the Minister in consultation with the Government of the Northwest Territories. The **Tăichô** Government and the representatives of any other Aboriginal people whose utilization of land and water resources is primarily in **Wek'ezhii** and which has concluded an agreement with government that provides for their participation in the Committee shall be entitled to nominate 50 percent of the members provided that the **Tăichô** Government shall be entitled to nominate at least 25 percent of the members of the Committee.
- 15.3.3 The members shall select from among themselves a chairperson. If the members fail to agree on a chairperson within 60 days of their own appointments or from the date when the position became vacant, the Minister shall select the chairperson from among the members. The authority which appointed the member who was selected as chairperson shall appoint a replacement to the Committee.
- 15.3.4 All appointments shall be for a fixed term. A member may be removed from office for cause by the authority which appointed that member.
- 15.3.5 The Park Superintendent or his or her designate shall sit as an ex-officio, non-voting member.
- 15.3.6 Each member shall exercise one vote except that the chairperson shall vote only in the event of a tie.
- 15.3.7 The Committee may meet as often as necessary, but shall hold at least two meetings annually.
- 15.3.8 The Committee may establish its own rules of procedures respecting the conduct of its business.
- 15.3.9 The Committee may advise the Minister or the Minister's designate and agencies of government, as appropriate, with respect to the following matters in relation to the park:
- (a) wildlife management;
 - (b) interim management guidelines and management plans and any amendments to them;
 - (c) training plans and economic and employment opportunities for **Tăichô** Citizens associated with the development and operation of the park;
 - (d) any proposed changes to park boundaries;
 - (e) issuance of permits for cabins or camps which may be required for the exercise of the harvesting rights of the **Tăichô** First Nation;
 - (f) protection of sites of cultural, spiritual or historical significance to the **Tăichô** First Nation and of sites of archaeological significance;
 - (g) information and interpretive programs to recognize the **Tăichô** First Nation's traditional use of the park area;
 - (h) research and field work conducted by or for government in the park; and
 - (i) any other matters which may be referred to the Committee by the Minister or agencies of government.
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- 15.3.10 The Minister shall inform the Committee in writing of reasons for rejection or variance of any advice provided and afford the Committee an opportunity for further consideration of the matter.

15.4 INTERIM MANAGEMENT GUIDELINES

- 15.4.1 Interim management guidelines for a national park shall be prepared by Parks Canada, in consultation with the Committee, within two years of the establishment of a national park. To the extent feasible, the guidelines shall be prepared in **Wek'ëezhii**.
- 15.4.2 Interim management guidelines come into effect upon approval by the Minister. Before approving the guidelines, the Minister shall inform the Committee in writing of reasons for rejection or variance of any guideline proposed by the Committee and afford the Committee an opportunity for further consideration of the matter.

15.5 PARK MANAGEMENT PLAN

- 15.5.1 Within five years of the establishment of a national park, Parks Canada shall, in consultation with the Committee, prepare a management plan for the park. The plan shall describe the policies and procedures to manage and protect the park and its resources, and shall replace the interim management guidelines. To the extent feasible, the plan shall be prepared in **Wek'ëezhii**.
- 15.5.2 A park management plan comes into effect upon approval by the Minister. Before approving the plan, the Minister shall inform the Committee in writing of reasons for rejection or variance of any proposal of the Committee and afford the Committee an opportunity for further consideration of the matter.
- 15.5.3 A park management plan shall be reviewed and revised as required from time to time and not less than every 10 years after the plan is approved.

15.6 WILDLIFE

- 15.6.1 A national park shall be managed in a manner which provides for wildlife harvesting by **Tāichō** Citizens in the park. Such harvesting shall be consistent with
- (a) the other provisions of the Agreement;
 - (b) the interim management guidelines approved under 15.4.2 or the park management plan approved under 15.5.2;
 - (c) the principles of conservation; and
 - (d) the use and enjoyment of the national park by other members of the public.
- 15.6.2 Except for wildlife that are furbearers, wildlife harvested by a person in a national park, including any products thereof, shall be only for that person's own use or consumption or for the use or consumption of that person's spouse, parent or child or for trade or gift to
- (a) **Tāichō** Citizens for their own use or consumption; or
 - (b) members of another Aboriginal people of the Northwest Territories, Nunavut or Alberta for their own use or consumption.
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15.6.3 The harvesting of wildlife by a person in a national park, including their right to trade or to give wildlife away, may be restricted for reasons related to the management of the park. No such restrictions may be established after the effective date except through the interim management guidelines or the park management plan. Any such restrictions on harvesting by Tàichô Citizens in a national park shall be no more restrictive than on harvesting by a member of another Aboriginal people.

15.6.4 Permits may be required for the establishment, in a national park, of cabins and camps required for the exercise of the Tàichô First Nation's harvesting rights but not for cabins and camps that existed before the park was established. Such permits shall be issued by the Park Superintendent without charge. Cabins and camps in a national park shall conform to the interim management guidelines or the park management plan.

15.6.5 Harvesting of wildlife in a national park shall not be permitted except

(a) by a Tàichô Citizen or a member of another Aboriginal people of the Northwest Territories, Nunavut or Alberta; or

(b) in the course of a controlled hunt conducted because manipulation of wildlife populations is required.

15.7 PLANTS AND TREES

15.7.1 Plants and trees harvested by a Tàichô Citizen in a national park under chapter 10, 13 or 14 and any product made from them shall only be used within the park.

15.7.2 The harvesting of plants or trees by a Tàichô Citizen in a national park, including the right to trade or give them away, may be restricted for reasons related to the management of the park. No such restrictions may be established after the effective date except through the interim management guidelines or the park management plan. Any such restrictions on harvesting by Tàichô Citizens in a national park shall be no more restrictive than on harvesting by a member of another Aboriginal people.

15.8 ECONOMIC AND EMPLOYMENT PROVISIONS

15.8.1 The Parties intend that Tàichô Citizens will hold a substantial number of the jobs in a national park. To this end, training opportunities, as described in the Tàichô impact and benefit plan, shall be provided to assist Tàichô Citizens to qualify for such employment.

15.8.2 In the event that manipulation of wildlife populations by means of a controlled hunt is required in a national park, the Park Superintendent shall notify the Tàichô Government. Tàichô Citizens and members of another Aboriginal people of the Northwest Territories, Nunavut or Alberta shall be given first consideration, by the Park Superintendent, to conduct the hunt. For greater certainty, the persons conducting the hunt shall not dispose of any wildlife, resulting from this controlled hunt, or their parts or products except in accordance with 15.6.1 to 15.6.3.

15.9 NATIONAL PARK IN VICINITY OF EAST ARM OF GREAT SLAVE LAKE

15.9.1 15.1.6, 15.2 to 15.5 and 15.8.1 do not apply to any national park established within the area withdrawn under Order in Council P.C. 1997-1922.

CHAPTER 16
PROTECTED AREAS

16.1 GENERAL

- 16.1.1 Except as otherwise provided in the Agreement, protected areas shall be planned and managed in accordance with legislation respecting protection of the resources in the protected areas

16.2 ESTABLISHMENT OR BOUNDARY CHANGES

- 16.2.1 Subject to 16.6.1, government shall consult with the **Wek'ëezhii** Renewable Resources Board, the **Tăichô** Government and with any affected **Tăichô** community government prior to the establishment of any protected area, or to changing the boundaries of an established protected area. Such consultation shall commence not less than 12 months prior to the establishment of the protected area or the change in boundaries.
- 16.2.2 Any Party may make a proposal to the other Parties for the designation of areas as protected areas.

16.3 TERRITORIAL PARK MANAGEMENT PLAN

- 16.3.1 For each territorial park that is larger than 130 hectares and outside a community, the Government of the Northwest Territories may prepare a park management plan describing the policies which will guide the conservation and management of the park and its resources. The **Tăichô** Government and the **Wek'ëezhii** Renewable Resources Board shall be invited to participate in the preparation of any such plan. A park management plan comes into effect upon approval by the Minister.

16.4 HARVESTING RIGHTS

- 16.4.1 The harvesting of wildlife, plants and trees in a protected area by **Tăichô** Citizens, including their right to trade or give them away, may be restricted for reasons related to the management of the protected area. Subject to 16.6.1, no such restrictions may be established after the effective date except through an agreement under 16.5.1 or in accordance with a determination of the **Wek'ëezhii** Renewable Resources Board under 16.5.2. Any such restrictions on harvesting by **Tăichô** Citizens in a protected area shall be no more restrictive than on harvesting by a member of another Aboriginal people.

16.5 PROTECTED AREA AGREEMENT

- 16.5.1 An agreement may be negotiated between the **Tăichô** Government and government in relation to the management of a protected area. That agreement may include provisions relating to
- (a) protection of sites of cultural, spiritual or historic significance to the **Tăichô** First Nation or of archaeological significance;
 - (b) mitigation of potential negative impacts of the establishment of the protected area on
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affected Tăichô Citizen harvesters and affected residents of Tăichô communities;

- (c) participation of the Tăichô Government in management committees or other similar structures relating to the development and administration of the protected area;
- (d) any management guidelines or management plan;
- (e) the continued use by Tăichô Citizens of camps, cabins and traditional travel routes to exercise the harvesting rights of the Tăichô First Nation in the protected area;
- (f) restrictions on the harvesting of wildlife, plants and trees by Tăichô Citizens, including their right to trade or to give them away;
- (g) the periodic review of the agreement; and
- (h) other matters of concern to the affected residents of Tăichô communities, the Tăichô Government and government.

16.5.2 In the event that an agreement on the restriction of harvesting by Tăichô Citizens under 16.5.1(f) is not concluded within two years of the commencement of negotiations, government or the Tăichô Government may submit its proposal respecting such restrictions to the Wek'ëezhii Renewable Resources Board for consideration and determination. The Board shall give written reasons for a determination.

16.6 EMERGENCIES

16.6.1 In the event of an emergency for reasons of conservation, government may establish a protected area or change the boundaries of such an area without prior consultation under 16.2.1 or may restrict harvesting of wildlife, plants or trees by Tăichô Citizens in such an area without an agreement under 16.5.1 or a determination of the Wek'ëezhii Renewable Resources Board under 16.5.2, but shall consult with the Board, the Tăichô Government and any affected Tăichô community government, as soon as possible thereafter, on the necessity of the action and, in the case of the establishment of a new protected area, the terms and conditions to be attached to the management of the area.

16.7 ECONOMIC AND EMPLOYMENT PROVISIONS

16.7.1 It is the objective of the Parties that Tăichô Citizens be employed at all occupational levels in protected areas. Government shall identify employment opportunities in respect of the management of protected areas and shall, if there are any such opportunities, provide appropriate training opportunities for Tăichô Citizens to assist Tăichô Citizens to qualify for such positions. The nature and extent of these employment and training opportunities shall

- (a) be set out in the Implementation Plan, for any protected area established before the effective date; or
 - (b) be set out in an agreement negotiated between government and the Tăichô Government or be confirmed by the Minister under 16.7.2, for any protected area established after the effective date
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- 16.7.2 If government and the Tâichô Government fail to reach an agreement referred to in 16.7.1(b) within 18 months of the identification by government of employment opportunities, the Tâichô Government may submit its proposal for the nature and extent of the employment and training opportunities to the Minister. The Minister shall accept or vary the proposal, giving written reasons to the Tâichô Government for any variance, and shall implement the resulting arrangements for such opportunities.
- 16.7.3 In the event that manipulation of wildlife populations by means of a controlled hunt is required in a protected area, Tâichô Citizens and members of an Aboriginal people of the Northwest Territories, Nunavut or Alberta shall be given first consideration to conduct the hunt under the supervision of the managers of the protected area. Government may restrict the use that can be made of wildlife harvested as a result of the hunt.
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CHAPTER 17
HERITAGE RESOURCES

17.1 GENERAL

- 17.1.1 Tāichō heritage resources are the cultural patrimony of the Tāichō First Nation.
- 17.1.2 17.1.1 shall not be interpreted as creating ownership rights for the Tāichō First Nation.
- 17.1.3 Nothing in this chapter shall limit any entitlement, right, title or interest of the Tāichō Government, the Tāichō First Nation or a Tāichō Citizen available under law in respect of intellectual property.
- 17.1.4 Where the Tāichō Government identifies an issue of concern arising out of the administration of legislation or government policy in respect of heritage resources in **Wek'eezhii** or that part of **Mōwhi Gogha Dē Nīitā'ēe** within the Northwest Territories, the government that enacted the legislation or created the policy will discuss that concern with the Tāichō Government and provide it with written reasons for any decision on how to deal with that concern.
- 17.1.5 The location of burial sites in **Wek'eezhii** or that part of **Mōwhi Gogha Dē Nīitā'ēe** within the Northwest Territories outside cemeteries shall, as they become known, be recorded by government. Government shall indicate in that record those sites known to be Tāichō burial sites.
- 17.1.6 Any dispute as to whether a heritage resource is a Tāichō heritage resource or whether a burial site is a Tāichō burial site may be referred for resolution in accordance with chapter 6 by government, the Tāichō Government or a person with a right or interest in the resource or site where it is located.

17.2 MANAGEMENT OF HERITAGE RESOURCES

- 17.2.1 The Tāichō Government shall be the custodian of heritage resources on Tāichō lands.
- 17.2.2 The Tāichō Government shall notify government when a heritage resource, other than a Tāichō heritage resource, is found on Tāichō lands.
- 17.2.3 Government shall notify the Tāichō Government when a Tāichō heritage resource is found outside Tāichō lands but in **Wek'eezhii** or that part of **Mōwhi Gogha Dē Nīitā'ēe** within the Northwest Territories.
- 17.2.4 The Tāichō Government shall have an opportunity to be represented on any board, agency or committee established by government with responsibilities restricted to the Northwest Territories that include the administration or protection of Tāichō heritage resources in the Mackenzie Valley.
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- 17.2.5 Within two years after the effective date, to address the potential effect of land use activities on heritage resources in **Wek'ëezhii**, representatives of the Parties shall, in consultation with each other, develop guidelines for
- (a) conditions that should be attached to a land use permit issued by government or a board established by government in respect of the presence of heritage resources on the lands to which the permit applies; and
 - (b) the procedure that should be followed where heritage resources are discovered on the lands to which the land use permit applies.
- 17.2.6 Prior to the issuance of a land use permit by government or a board established by government in **Wek'ëezhii**, the government or any such board shall,
- (a) forward a copy of the land use permit application to the **Tăichô** Government and the government agency responsible for heritage resources; and
 - (b) seek advice concerning the presence of heritage resources on the lands to which the land use permit will apply from the **Tăichô** Government.
- 17.2.7 Prior to issuing an archaeological permit, government shall,
- (a) in respect of heritage resources on **Tăichô** lands, ensure that the applicant has obtained the written consent of the **Tăichô** Government; and
 - (b) in respect of **Tăichô** heritage resources elsewhere in **Wek'ëezhii** or that part of **Môwhi Gogha Dê Nîitá'êe** within the Northwest Territories, consult with the **Tăichô** Government.
- 17.2.8 All archaeological permits in respect of **Tăichô** heritage resources in **Wek'ëezhii** or that part of **Môwhi Gogha Dê Nîitá'êe** within the Northwest Territories shall
- (a) specify plans and methods for site protection and restoration, where applicable;
 - (b) require consultation with the **Tăichô** Citizens of the local **Tăichô** community or communities;
 - (c) provide for treatment and disposition of materials extracted; and
 - (d) require submission of a technical report and a non-technical report on the work completed.
- 17.3 ACCESS TO AND CARE OF **TĂÎCHÔ** HERITAGE RESOURCES
- 17.3.1 It is an objective of the Parties that **Tăichô** heritage resources which have been removed from the Northwest Territories be available for the benefit, study and enjoyment of **Tăichô** Citizens and all other residents of the Northwest Territories. The attainment of this objective may include the return of such resources to the Northwest Territories, on a temporary or continuing basis, provided that
- (a) appropriate facilities and expertise exist in the Northwest Territories which are capable of maintaining such **Tăichô** heritage resources for future generations; and
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- (b) such relocation is compatible with the maintenance of the integrity of public archives and national and territorial heritage resource collections.
 - 17.3.2 Government and the Tăichô Government will work together to attain the objective in 17.3.1.
 - 17.3.3 17.3.1 and 17.3.2 do not apply to human remains and associated grave goods found in Tăichô burial sites.
 - 17.3.4 At the request of the Tăichô Government, government shall
 - (a) deliver any human remains and associated grave goods that were found in Tăichô burial sites in the Northwest Territories and subsequently removed from the Northwest Territories and are still held by government to the Tăichô Government in accordance with applicable legislation and government policies; and
 - (b) use reasonable efforts to facilitate the Tăichô Government's access to Tăichô artifacts and human remains of Tăichô ancestry that are held in other public and private collections.
 - 17.3.5 Within Wek'eezhii, Tăichô Citizens shall be given opportunities for employment at public sites, museums, heritage resource projects, archaeological works and similar public facilities and projects related to Tăichô heritage resources, in a manner to be set out in an agreement between government and the Tăichô Government in relation to the site or area where the facility or project is located or, where there is no such agreement, in the management or work plans for the site or facility. The Tăichô Government shall be consulted in the development of such plans.
 - 17.3.6 Where government prepares public information material with respect to protected areas, projects and programs concerning Tăichô heritage resources in Wek'eezhii or that part of Mowhi Gogha Dê Niitâ'ee within the Northwest Territories, the Tăichô Government shall be consulted to ensure that appropriate recognition is given to the culture and history of the Tăichô First Nation.
 - 17.4 BURIAL SITES
 - 17.4.1 Immediately upon discovering a burial site in Wek'eezhii outside a cemetery, a person shall notify the Tăichô Government and government.
 - 17.4.2 Subject to 17.4.4, a Tăichô burial site on Tăichô lands or in a Tăichô community shall not be surveyed or disturbed without the written consent of the Tăichô Government.
 - 17.4.3 Any person surveying or disturbing a Tăichô burial site in Wek'eezhii or that part of Mowhi Gogha Dê Niitâ'ee within the Northwest Territories shall take appropriate measures to respect the dignity of the site and of any human remains and associated grave goods therein.
 - 17.4.4 A Tăichô burial site on Tăichô lands or in a Tăichô community may be disturbed by police, where authorized by legislation, without the consent of the Tăichô Government, if such disturbance is required in relation to a police investigation.
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- 17.4.5 At the request of one of the Parties, representatives of the Parties shall jointly develop procedures for the protection of Táichô burial sites in **Wek'eezhii** or that part of **Mówhi Gogha Dè Níitá'ee** within the Northwest Territories. If they fail to agree on those procedures one of the Parties may refer the matter for resolution in accordance with chapter 6.

17.5 PLACE NAMES

- 17.5.1 The Táichô Government may establish its own procedures and policies for place naming within Táichô lands.
- 17.5.2 The Táichô Government may, in consultation with government, name or rename lakes, rivers, mountains and other geographic features and locations wholly within Táichô lands and Táichô communities.
- 17.5.3 Once the Táichô Government notifies government that it has given a new place name for a lake, river, mountain or other geographic feature or location wholly within Táichô lands and Táichô communities, that new name shall be recognized as the official name by government and the Táichô Government.
- 17.5.4 Where the Táichô Government requests government to establish a new official name or change an existing official name of a lake, river, mountain or other geographic feature or location in **Wek'eezhii** that is located wholly or partly outside Táichô lands, government and the Táichô Government shall, taking into account the integral role that place names play in the living history of the Táichô First Nation, attempt to reach an agreement on the official name.
- 17.5.5 Government will consult the Táichô Government when considering any proposal to name or rename a lake, river, mountain or other geographic feature or location in **Wek'eezhii**.
- 17.5.6 Táichô place names recognized as official under 17.5.3 or 17.5.4 shall be included, to the extent practicable and in accordance with map production specifications of the Government of Canada, on NTS map sheets when they are revised and on other maps when they are produced or revised by government.

17.6 EZÔDZÌTÌ

- 17.6.1 The area known as **Ezôdzì tì** and described in the appendix to this chapter is a heritage resource of historical and cultural significance to the Táichô First Nation and to all Canadians.
- 17.6.2 Government shall not grant any interests in **Ezôdzì tì**.

MAP OF EZÔDZÌTÌ (map for illustrative purposes only)

CHAPTER 18

TĂICHÔ LANDS

18.1 TĂICHÔ TITLE

- 18.1.1 The Tăichô Government, on behalf of the Tăichô First Nation, is vested with title, which may be referred to as "Tăichô title", to the lands the boundaries of which are shown on the map described in part 1 of the appendix to this chapter, totalling approximately 39,000 square kilometres, including the mines and minerals that may be found to exist within, upon or under such lands, subject to the interests listed in part 2 and part 3 of the appendix to this chapter and to any renewals, replacements, transfers or extensions of term of such interests. The interests listed in part 3 of the appendix to this chapter shall come into effect on the effective date.
- 18.1.2 The Parties will amend part 2 of the appendix to this chapter after the effective date to include any interests or renewals, replacements, transfers or extensions of term made or granted before the effective date that are still in effect immediately before that date. During the first year after the effective date, the Parties may amend part 2 of the appendix to this chapter to correct an error in the description in that part of an interest or to remove an interest that did not exist immediately before the effective date.
- 18.1.3 An amendment under 18.1.2 shall be deemed to have been made on the effective date.
- 18.1.4 In the case of a dispute among the Parties as to whether any interest, renewal, replacement, transfer or extension of term has been made or granted before the effective date or is still in effect immediately before that date, one of the Parties may refer the dispute for resolution in accordance with chapter 6. Any interest, renewal, replacement, transfer or extension of term that an arbitrator determines under chapter 6 to have been made or granted before the effective date and to still have been in effect immediately before that date shall be deemed to have been included in part 2 of the appendix to this chapter on the effective date.
- 18.1.5 Tăichô title is held in the form of fee simple title. The form of title shall not be construed as having the effect of extinguishing any rights recognized and affirmed by section 35 of the *Constitution Act, 1982*. Title held by the Tăichô Government to Tăichô lands does not include title to water in, on or under the lands.
- 18.1.6 Unless otherwise provided on the map described in part 1 of the appendix to this chapter or on a registered plan of survey of the boundaries of Tăichô lands,
- (a) Tăichô title shall include title to the beds of lakes, rivers and other water bodies wholly contained within the boundaries of Tăichô lands;
 - (b) where a boundary of Tăichô lands crosses a lake, river or other water body, Tăichô title shall include the portion of the bed of that water body within the boundaries of Tăichô lands; and
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- (c) Tāichō title shall not include title to the bed of any lake, river or other water body or to any island in a water body where the water body is shown or described as a boundary of Tāichō lands.
 - 18.1.7 Tāichō lands may only be conveyed by the Tāichō Government to
 - (a) government or a Tāichō community government; or
 - (b) government or another expropriating authority, in circumstances where that authority could expropriate those lands.
 - 18.1.8 The lands conveyed by the Tāichō Government under 18.1.7 cease to be Tāichō lands and any lands the fee simple title to which is received in exchange that are adjacent to Tāichō lands become Tāichō lands, if the title held by the Tāichō Government includes all the minerals.
 - 18.1.9 18.1.7 shall not be interpreted to prevent the Tāichō Government from granting leases or licences to any person for the use and occupancy of Tāichō lands, or from granting rights to any person to remove natural resources, including minerals, and to own such resources upon removal.
 - 18.1.10 Tāichō lands are not subject to seizure or sale under court order, writ of execution or any other process whether judicial or extra-judicial.
 - 18.1.11 Tāichō lands shall not be mortgaged, charged or given as security.
 - 18.1.12 18.1.10 and 18.1.11 do not apply to any leasehold interest in Tāichō lands or to any mortgage, charge or security granted in respect of such a leasehold interest.
 - 18.1.13 No person may acquire, by prescription, an estate or interest in Tāichō lands.
 - 18.1.14 Subject to chapter 20, any access route across Tāichō lands which is established or improved after the effective date shall, unless the Tāichō Government otherwise agrees, remain Tāichō lands and not be a highway or public road, by operation of law or otherwise.
 - 18.2 SPECIFIED SUBSTANCES
 - 18.2.1 The holder of a mining right described in part 2 of the appendix to this chapter or that is a renewal or replacement thereof granted by government, has the right to take, use, damage or destroy specified substances in those lands, incidentally in the course of exercising that mining right, but shall, where practicable, exercise such rights so as to minimize interference with the right of the Tāichō Government to work specified substances.
 - 18.2.2 No compensation shall be paid to the Tāichō Government in respect of any specified substances taken, used, damaged or destroyed in accordance with 18.2.1.
 - 18.2.3 Any specified substances taken, used, damaged or destroyed in accordance with 18.2.1 shall be the property of the holder of the mining right referred to in 18.2.1, except that the specified substances that are still on the land that is subject to that mining right when the right terminates become the property of the Tāichō Government.
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18.3 CONTAMINATED SITES

- 18.3.1 Where government undertakes any program respecting the clean-up of contaminated sites on Crown lands in **Wek'ezhii**, the program shall apply to such sites on **Tăichô** lands that are listed in part 4 of the appendix to this chapter. Criteria to establish any priorities among contaminated sites shall not include whether the land is Crown land or **Tăichô** lands.
- 18.3.2 After the effective date, the Parties may agree that a site not listed in part 4 of the appendix to this chapter existed on the effective date and, upon consent of the Parties, the list in that part of the appendix to this chapter shall be considered to have been amended to include that site.
- 18.3.3 Any dispute as to whether a contaminated site existed on the effective date may be referred for resolution in accordance with chapter 6 by a Party. If a dispute goes to an arbitrator in accordance with chapter 6 and if the arbitrator confirms that a site existed on the effective date, the list in part 4 of the appendix to this chapter shall be considered to have been amended to include that site.
- 18.3.4 Government shall be responsible for the costs associated with any clean-up under 18.3.1 on **Tăichô** lands. This provision shall not prevent government from recovering any costs associated with the clean-up from a person who is liable for these costs.
- 18.3.5 There shall be no compensation payable for damage which may be caused to **Tăichô** lands as a result of the clean-up of **Tăichô** lands under 18.3.1.
- 18.3.6 Government shall not be liable for any loss or damage to a **Tăichô** Citizen, to the **Tăichô** First Nation or to the **Tăichô** Government from contaminated sites on **Tăichô** lands whether or not they are known on the effective date. This provision does not affect any obligation of government under 18.3.1 and 18.3.4.

18.4 BOUNDARIES AND SURVEYS

- 18.4.1 The Government of Canada shall survey the boundaries of **Tăichô** lands in accordance with the instructions of the Surveyor General and the *Canada Lands Survey Act* within the time specified in the Implementation Plan.
- 18.4.2 The Government of Canada shall be responsible for the cost of the survey conducted under 18.4.1.
- 18.4.3 During the survey conducted under 18.4.1,
- (a) those portions of seismic lines and other artificial features used as reference points for the boundaries of **Tăichô** lands shall be monumented by government sufficiently, as determined by the Surveyor General, to define their location; and
 - (b) natural features used as reference points for boundaries of **Tăichô** lands shall be photographed by government.
- 18.4.4 Where the map described in part 1 of the appendix to this chapter indicates that a part of a boundary of **Tăichô** lands is defined by reference to natural features but, during the survey conducted under 18.4.1, it is found that the natural features
- (a) are not well defined;
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(b) do not exist; or

(c) are not located, in relation to other features used as reference points for the boundaries of Tāichō lands, where the map indicates they would be,

the Surveyor General shall have the authority, in consultation with the Parties, to mark that part of the boundary on the ground and show it on the plan of survey in a location that reflects as closely as possible the intention of the Parties when the map was finalized.

18.4.5 During the survey conducted under 18.4.4, the Surveyor General, in relation to the boundaries of Tāichō lands adjacent to the Yellowknife Highway as shown on NTS map sheets 85J11, 85J12, 85J13 and 85K9 of the map described in part 1 of the appendix to this chapter, need not follow the exact location of the boundaries as shown on that map but shall mark the boundaries on the ground and show them on the plan of survey so that

(a) the boundary on one side of that highway is parallel to the boundary on the other side of the highway;

(b) the two boundaries are 60 metres apart; and

(c) the highway is approximately centred between the two boundaries to the extent practical.

18.4.6 The Tāichō Government shall be responsible for the cost of surveys associated with the leasing and subdivision of Tāichō lands.

18.4.7 Boundaries of Tāichō lands that are defined by reference to natural features shall change with the movements of the natural features as long as these movements are gradual and imperceptible from moment to moment.

18.4.8 Where there is a dispute respecting the boundary of an interest that is described in part 2 of the appendix to this chapter or that is a renewal or replacement thereof granted by government between the holder of that interest and the holder of an adjacent interest granted by the Tāichō Government, either holder may refer the dispute to the designated representative of the institution from which it received that interest. Where the representative to whom the dispute was referred and the other designated representative agree, a survey shall be conducted in accordance with their agreement. The plan of survey, upon registration under 18.5, replaces any other description of the boundary. The Minister shall, for the purpose of this provision, designate who is the representative of a government institution.

18.4.9 Where a survey is conducted under 18.4.8 for an interest created by an instrument that is registered at the Land Titles Office for the Northwest Territories, the plan of the survey may, if it is signed by the representatives who agreed to it being conducted, signifying their acceptance of the plan, be submitted by one of those representatives to the Registrar of Land Titles for the Northwest Territories for registration. Upon submission of the plan in the required form, the Registrar shall register it.

18.4.10 Where a survey is conducted under 18.4.8, the plan of survey replaces any other description of the boundary of the interests upon registration if the instrument creating the interest is registered, or, in any other case, upon signing by the representatives. The costs of the survey and of the registration of the plan shall be borne equally by the institutions that granted the interests, each of which may recover its costs from the holder of the interest it granted.

18.5 REGISTRATION

- 18.5.1 The Government of Canada shall submit to the Registrar of Land Titles for the Northwest Territories, for registration, the plan of survey of the boundaries of Tăichô lands prepared under 18.4.1 as soon as possible after the plan has been signed by representatives of the Parties, signifying their acceptance of it. Upon submission of the plan in the required form, the Registrar shall register it.
- 18.5.2 The Tăichô Government has a right to obtain a certificate of title of Tăichô lands after the plan of survey prepared under 18.4.1 has been registered, upon making a request in the form prescribed by legislation.
- 18.5.3 Subject to 18.5.4, upon the registration of the plan of survey prepared under 18.4.1, the surveyed boundaries of Tăichô lands replace the description of the boundaries of Tăichô lands shown on the map described in part 1 of the appendix to this chapter, as of the effective date.
- 18.5.4 The surveyed boundaries of Tăichô lands adjacent to the Yellowknife Highway replace the description of those boundaries as shown on the map described in part 1 of the appendix to this chapter, as of the date of registration of the plan of survey prepared under 18.4.1.

18.6 ADMINISTRATION OF EXISTING RIGHTS AND INTERESTS

- 18.6.1 Government shall continue to administer the interests described in part 2 of the appendix to this chapter and any renewals or replacements thereof granted under legislation, as if the lands had not become Tăichô lands. Government shall have the power to grant renewals, replacements, transfers or extensions of term for those interests under that legislation, as if the lands had not become Tăichô lands, except that, in the case of an interest that is not a mining right, this power does not extend to a renewal or replacement that would authorize an activity of a type or in a location not authorized by the interest renewed or replaced. For greater certainty, any dispute resolution process in the Crown lands legislation continues to apply to interests described in part 2 of the appendix to this chapter and their renewals and replacements.
- 18.6.2 Subject to 18.6.4 and 25.2, government may make discretionary decisions respecting an interest described in part 2 of the appendix to this chapter and to any renewals or replacements thereof granted by government on the basis of government's resource management policy, including those respecting royalties, rents and other charges.
- 18.6.3 Government shall be under no fiduciary obligation to the Tăichô First Nation or to the Tăichô Government in the administration under 18.6.1 or in the decision-making under 18.6.2.
- 18.6.4 Government shall consult the Tăichô Government before changing legislation under which any interests referred to in 18.6.2 were granted.
- 18.6.5 Government shall notify the Tăichô Government before making any change in any interests referred to in 18.6.2, including a change to the royalties, rents or other charges that apply to them.
- 18.6.6 Nothing in 18.1.1 or 18.6.1 shall prevent the holder of an interest referred to in 18.6.2 and the Tăichô Government from agreeing to the termination of the interest, with or without a replacement arrangement between the holder and the Tăichô Government.
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18.7 ROYALTIES AND NON-REFUNDED RENTS

- 18.7.1 Any royalties or non-refunded rents received by government, in respect of the period between the date of the Agreement and the effective date, for an interest described in part 2 of the appendix to this chapter, shall be accounted for by government and an equal amount paid to the Tăichô Government as soon as practicable after the effective date.
- 18.7.2 Any royalties or non-refunded rents received by government in respect of the period after the effective date for an interest described in part 2 of the appendix to this chapter or for any replacement thereof shall be accounted for by government and an equal amount paid to the Tăichô Government as soon as practicable after each calendar year quarter.
- 18.7.3 Amounts payable by government under 18.7.1 and 18.7.2 and amounts payable to another Aboriginal people under any similar provision in another land claims agreement in the Mackenzie Valley shall not be considered as amounts received by government for the purpose of 25.1.2.

18.8 SHARING OF EXCESS REVENUES FROM TĂICHÔ MINERALS

- 18.8.1 The Tăichô Government shall share any excess mineral revenues with the Aboriginal people who have completed land claims agreements in the Mackenzie Valley.
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APPENDIX TO CHAPTER 18¹

PART 1 DESCRIPTION OF BOUNDARIES OF TĀICHŌ LANDS (18.1.1)

The map with the description of the boundaries of Tāichō lands is the map, consisting of 88 NTS map sheets, numbered 1 to 88, initialled by the Chief Negotiators of the Dogrib Treaty 11 Council, the Government of the Northwest Territories and the Government of Canada on September 4, 2002, in Wha Ti, Northwest Territories and filed in the Land Titles Office for the Northwest Territories on _____ as plan number _____.

LIST OF EXCLUDED PARCELS

Note: This list is a snapshot, as of the effective date, and is included in this appendix for general information only. The official descriptions of the excluded parcels are referenced on the map filed in Land Titles Office on _____ as plan number _____.

The boundaries of the excluded parcels are described in the following:

A. Certificates of Title (COT) registered in the Lands Titles Office, Government of the Northwest Territories:

<u>COT</u>	<u>Excluded Parcel #</u>	<u>NTS mapsheet</u>
23537	12	85N8
20620	11	85J12
35152	15	85N9
35150	14	85O5
35151	13	85O5
35352	17	85O12
35353	18	85N8
35354	19	85N8
49824	21	85N8
46165	20	85N8

B. mining leases recorded in the Mining Recorders Office, Department of Indian and Northern Affairs, Yellowknife:

<u>Lease #</u>	<u>CLSR #</u>	<u>NTS map sheet #</u>
3037	67592	085N15
3072	67779	085O04
3165	69291	085O04
3206	69892	086B05
3472	78298	086B05

¹ This appendix is subject to further additions relating to Northwest Territories Power Corporation interests.

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C. mining claims recorded in the Mining Recorders Office, Department of Indian and Northern Affairs, Government of Canada, Yellowknife:

<u>Claim #</u>	<u>NTS map sheet</u>	<u>Claim #</u>	<u>NTS map sheet</u>
F62482	85N08	77037	85N01
F67697	85N08	77038	85N01
F50124	85N08	77039	85N01
F58976	85N08	77040	85N01
F52741	85N08	77041	85N01
F28905	85N10	77059	85N01
F28906	85N10	77054	85N01
F50933	85N10	77055	85N01
F18965	85N10	77056	85N01
F18966	85N10	77057	85N01
F50156	85N10	77058	85N01
F50157	85N10	77042	85N01
F50158	85N10	77043	85N01
F51389	85N10	77044	85N01
F51390	85N10	77045	85N01
B67329	85O03	77046	85N01
F49075	85O03		
F58261	85O03		
F58262	85O03		

D. the Tāichō Lands map sheets:

<u>Excluded Parcel #</u>	<u>Mapsheet #</u>	<u>NTS map sheet</u>
16	66	85N7
23	37	86C1
	38	86B4
	48	85N16
	49	85O13
22	39	86B3
	40	86B2
	50	85O14
	51	85O15
24	77	85N1
25	66	85N7
26	10	85D5

PART 2 EXISTING INTERESTS (9.2.1; 18.1.1; 18.6.1; 18.6.2; 19.3.1)

Note: the lists in this part are intended to be a snapshot of the existing interests as of the effective date.

The boundaries of the existing interests are set out in the following:

A. interests on file with Land Administration, Department of Indian and Northern Affairs, Yellowknife:

<u>File #</u>	<u>File #</u>	<u>File #</u>	<u>File #</u>	<u>File #</u>
085J07016	085J10006	085J10007	085J11004	085J12004
085J13003	085J13004	085K09002	085K09021	085N05003
085N08006	085N08010	085N14002	085N15001	085O04004
086A07002	086A14001			

B. mining rights recorded, in the Mining Recorders Office, Department of Indian and Northern Affairs, Yellowknife, Northwest Territories:

<u>Lease #</u>	<u>CLSR*#</u>	<u>NTS map sheet</u>
3884	83820	085O03
3801	82688	086B05
3673	80286	085O04
3409	68444	086B12
3408	68915	086B12
3216	70020MC	086B03
3214	70018MC	086B03
3210	70638MC	086B03
3164	68914	086B12

* Canada Lands Survey Records

<u>Claim # (NTS Map Sheet)</u>	<u>Claim # (NTS Map Sheet)</u>	<u>Claim # (NTS Map Sheet)</u>
F15351 (085O06; 085O07)	F28875 (086A11)	F30023 (086A04; 086A05)
F18103 (085O14)	F28876 (086A11)	F30024 (086A04; 086A05)
F18822 (085O14)	F28877 (086A11)	F30025 (086A03; 086A04;
F19148 (085O14)	F28878 (086A11)	086A05; 086A06)
F19151 (085O14)	F28879 (086A11)	F30026 (086A03; 086A06)
F19152 (085O14)	F28880 (086A11)	F30027 (086A05)
F19153 (085O14)	F30004 (086B01)	F30028 (086A05)
F19154 (085O14)	F30011 (086A06)	F30039 (086A04; 086A05)
F19155 (085O14)	F30012 (086A05; 086A06)	F30040 (086A04; 086A05)
F25538 (086B03)	F30013 (086A05)	F30041 (086A04; 086A05)
F25539 (086B03)	F30014 (086A05)	F30042 (086A04; 086A05)
F25542 (085O14)	F30015 (086A05)	F30047 (086A04)
F25543 (085O14)	F30016 (086A05)	F30048 (086A04)
F27133 (085N16)	F30017 (086A05)	F30049 (086A04)
F27600 (086B14; 086B15)	F30018 (086A05)	F30050 (086A04)
F28871 (086A11)	F30019 (086A04; 086A05)	F30051 (086A04)
F28872 (086A11)	F30020 (086A04; 086A05)	F30052 (086A04)
F28873 (086A11)	F30021 (086A04; 086A05)	F30053 (086A04)
F28874 (086A11)	F30022 (086A04; 086A05)	F30054 (086A04)

Tāichō Agreement - Initialled September 4, 2002

<u>Claim # (NTS Map Sheet)</u>	<u>Claim # (NTS Map Sheet)</u>	<u>Claim # (NTS Map Sheet)</u>
F30055 (086A04)	F41639 (085O14)	F49625 (085N10; 085N11)
F30056 (086A04)	F41640 (085O14)	F50155 (085N10)
F30057 (086A03; 086A04)	F41642 (085O14)	F50159 (085N10)
F30058 (086A03)	F42068 (085N09)	F50932 (085O06; 085O07)
F30060 (086A03; 086A04)	F42334 (085O14)	F51391 (085N10)
F30061 (086A04)	F42345 (086B03)	F51392 (085N10)
F30062 (086A04)	F42463 (086A02; 086A07)	F51393 (085N10)
F30063 (086A04)	F42464 (086A02)	F51395 (085N07)
F30064 (086A04)	F42465 (086A10)	F51396 (085N07)
F30065 (086A04)	F42466 (086A07)	F51397 (085N07; 085N10)
F30066 (086A04)	F42469 (086A09; 086A10)	F52657 (085O05; 085O12)
F30067 (086A04)	F42471 (086A08)	F52661 (085O06)
F30068 (086A04)	F42754 (085O14)	F52663 (085O05; 085O06)
F30069 (086A04)	F45704 (086B03)	F52706 (085O06)
F30070 (086A04)	F45705 (086B03)	F52707 (085O06)
F30071 (086B01)	F45706 (086B03)	F52725 (085O06)
F30075 (086B01)	F45707 (086B03)	F52731 (085O05)
F30076 (086B01)	F45712 (086B03)	F53456 (085O11)
F30077 (086B01)	F45713 (086B03)	F53457 (085O11)
F30078 (086B01)	F45725 (086B03)	F53461 (085O11)
F30079 (086A04)	F45726 (086B03)	F53462 (085O07)
F30080 (086A04)	F47363 (085O08)	F53463 (085O10; 085O11)
F30081 (086A04)	F47375 (085O07)	F53467 (085O06; 085O07)
F30082 (086A04)	F48984 (085O06)	F53469 (085O06; 085O07)
F30103 (086B01)	F48994 (085O06)	F53491 (085O03)
F30602 (086A06)	F48996 (085O06)	F53493 (085O03)
F30603 (086A06)	F48997 (085O06)	F53529 (085O07)
F30605 (086A06)	F48998 (085O06)	F53624 (086C07)
F30606 (086A06)	F48999 (085O06)	F54476 (085O07)
F30607 (086A06)	F49000 (085O06; 085O07)	F55377 (085O11; 085O14)
F30612 (086A06)	F49001 (085O07)	F55380 (085O12)
F30613 (086A06)	F49002 (085O07)	F55381 (085O14)
F30614 (086A06)	F49003 (085O06; 085O07)	F55382 (085O14)
F30615 (086A06)	F49004 (085O06)	F55383 (085O11; 085O14)
F30616 (086A06)	F49005 (085O06)	F55384 (085O11)
F31537 (086B03)	F49006 (085O06)	F55385 (085O11)
F35290 (086B03)	F49007 (085O06)	F58120 (085O10)
F36496 (085O11)	F49009 (085O06)	F58150 (085N10)
F36821 (086B03)	F49081 (085O11)	F58151 (085N10)
F36848 (086B03)	F49101 (085N10)	F58152 (085N10)
F36850 (086B03)	F49154 (085N10; 085N15)	F58259 (085N10)
F36865 (086B03)	F49155 (085N15)	F59226 (085N10)
F37671 (085O14)	F49156 (085N15)	F59360 (085N10)
F38333 (086C02)	F49159 (085N10)	F59361 (085N10)
F38334 (086C03)	F49161 (085N10)	F59373 (085N15)
F39146 (086C03)	F49494 (085N10; 085N11)	F59384 (085N15)
F39285 (085O11)	F49495 (085N10)	F59385 (085N11; 085N14)
F39299 (085O06)	F49496 (085N10)	F59433 (086A07)
F39519 (085N09)	F49497 (085N10)	F59435 (086A07)
F39727 (085N09)	F49499 (085N10)	F59436 (086A07)
F39728 (085O13)	F49500 (085N10)	F59437 (086A07)
F39729 (085N09)	F49503 (085N10)	F59438 (086A07)
F39733 (085O13)	F49504 (085N10)	F59439 (086A07)
F39736 (085O12)	F49508 (085N07; 085N10)	F59440 (086A07)
	F49509 (085N10; 085N15)	F59441 (086A07)
	F49511 (085N07)	F59442 (086A07; 086A08)

Claim # (NTS Map Sheet)	Claim # (NTS Map Sheet)	Claim # (NTS Map Sheet)
F59443 (086A07; 086A08)	F64652 (085O07)	F66698 (085O07)
F59444 (086A07; 086A08)	F64653 (085O07)	F66699 (085O07)
F59445 (086A07; 086A08)	F64654 (085O07)	F66799 (085O07)
F59446 (086A08)	F64655 (085O07)	F66800 (085O07)
F59447 (086A08)	F64660 (085O07)	F66868 (085O07)
F60051 (086B03)	F64661 (085O07)	F66869 (085O07)
F61751 (085N15)	F64662 (085O07)	F66972 (085N01)
F61756 (085N15)	F64663 (085O07)	F68725 (085O07)
F61757 (085N15)	F64664 (085O07; 085O10)	F68726 (085O07)
F61758 (085N15)	F64686 (085O10)	F68764 (085O07)
F62399 (085O06)	F64687 (085O10)	F68765 (085O06; 085O07)
F62403 (085O06)	F64688 (085O10)	F68766 (085O06)
F62408 (085O07)	F64689 (085O10)	F68767 (085O06)
F62409 (085O07)	F64692 (085O10)	F68768 (085O06)
F62410 (085O07)	F64693 (085O10)	F68769 (085O06)
F62424 (085O07)	F64694 (085O10)	F68770 (085O07)
F64641 (085O07)	F64696 (085O10)	F68803 (085O10)
F64642 (085O07)	F64697 (085O10)	F68846 (086A07)
F64643 (085O07)	F64780 (085O11)	N89390 (086B12)
F64644 (085O07)	F64802 (085O05; 085O12)	N89391 (086B12)
F64645 (085O07)	F66503 (085O07)	
F64646 (085O07)	F66504 (085O07)	
F64647 (085O07)	F66505 (085O07)	
F64648 (085O07)	F66506 (085O07)	
F64649 (085O07)	F66509 (085O07)	
F64650 (085O07)	F66697 (085O07)	
F64651 (085O07)		

- C. provisional Lot 1004, Quad 85N/8, under lease 85/N8-6-4 dated August 24, 1994 between Her Majesty the Queen and the Dogrib Power Corporation.
- D. licence #85J/10-6-5 and licence #85J/13-3-7.
- E. easement for transmission line to Snare Rapids listed as #10 under "Yellowknife" in Exhibit 2 to the Acquisition Agreement dated May 5, 1988 between Her Majesty the Queen and Northwest Territories Power Corporation et al.

PART 3 NEW INTERESTS WITH TÀICHÒ GOVERNMENT (18.1.1)

Note: the list in this part is intended to be a snapshot of the new interests as of the effective date.

The new interests are as follows:

- A. on file with Land Administration, Department of Indian and Northern Affairs, Government of Canada, Yellowknife:

File

085K09023
085N15002
085N01003

- B. on file with the Department of Resource, Wildlife, and Economic Development,
Government of Northwest Territories:

Fire camps at Faber and Hislop Lakes

- C. agreements to be executed by the Tăichô Government and the Northwest Territories
Power Corporation on the effective date:

Lease of Lot 1000, Quad 85N/9, Plan 7804
Interplant Powerline Easement
Interplant Roadway Easement
Inundation Easement
Spillway Road and Powerline Agreement

PART 4 CONTAMINATED SITES (18.3.1)

Note: the list in this part is intended to be a snapshot of the existing contaminated sites as of
the effective date.

<u>Site Name</u>	<u>Latitude</u>	<u>Longitude</u>
Matteberry/Indin/Little Martin	64° 16' 00"N	115° 47' 00"W
Marian/Mayleer Lake	63° 27' 00"N	116° 34' 00"W
Wijinnedi Lake	63° 52' 00"N	115° 15' 00"W

MAP OF TĂICHÔ LANDS (for illustrative purposes only)

CHAPTER 19
ACCESS TO TĂICHÔ LANDS

19.1 GENERAL

- 19.1.1 Except as provided in this chapter, or by the law of Canada that applies to lands held in fee simple, persons who are not Tăichô Citizens may only enter, cross or stay on Tăichô lands and waters overlying such lands with the agreement of the Tăichô Government. Any person, other than a person exercising rights under 19.5.1 or 19.5.4, who contravenes any provision of this chapter shall be considered to be a trespasser.
- 19.1.2 Unless otherwise provided in an agreement with the Tăichô Government, persons exercising a right of access to Tăichô lands and waters overlying such lands do so at their own risk and have no right of action against the Tăichô Government, the Tăichô First Nation or a Tăichô Citizen for loss suffered or damage arising therefrom, except where such loss or damage results from a danger negligently created by the Tăichô Government, the Tăichô First Nation or any Tăichô Citizen.
- 19.1.3 Where a person has a right of access under more than one provision in this chapter, that person may have access pursuant to the least restrictive applicable provision.
- 19.1.4 The rights provided in this chapter are subject to any restrictions or prohibitions established by or under legislation or by or under Tăichô laws imposing conditions agreed to by government in accordance with 19.1.9, conditions allowed by 19.2.3 or conditions established in accordance with chapter 6 where that process is expressly provided for by this chapter.
- 19.1.5 Subject to restrictions that may be imposed under the Agreement or legislation, a person may exercise a right of access by any mode of transport.
- 19.1.6 Unless otherwise provided in an agreement with the Tăichô Government, the exercise of the rights of access under 19.2.1, 19.4.1, 19.4.5 and 19.5.1 is subject to the condition that the person exercising the right of access
- (a) does not cause any significant damage to Tăichô lands, and is responsible for any such damage;
 - (b) does not commit any mischief on Tăichô lands; and
 - (c) does not significantly interfere with the use and peaceable enjoyment of Tăichô lands by a Tăichô Citizen or the Tăichô First Nation.
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- 19.1.7 Except for compensation payable for significant damage under 19.1.6(a), and unless otherwise provided by legislation enacted after consultation with the Táichó Government, there shall be no rental, fee, charge or other compensation payable for the exercise of the rights of access under 19.2.1, 19.3.1, 19.3.2, 19.4.1, 19.4.5, 19.5.1, 19.5.3, 19.5.4, 19.5.6, 19.5.8, 19.5.9, 19.8.1 and 19.8.2 or for any cost incurred by the Táichó Government in relation to the access.
- 19.1.8 The Táichó Government may not establish conditions for the exercise of access rights under this chapter, except conditions agreed to by government in accordance with 19.1.9, conditions allowed by 19.2.3 or conditions established in accordance with chapter 6 where that process is expressly provided for by this chapter. This provision is not intended to restrict the establishment of any conditions agreed to by a person to whom such conditions would apply.
- 19.1.9 Subject to 19.1.10 and 19.1.11, the Táichó Government may establish conditions for the exercise of access rights under 19.2.1, 19.4.1, 19.4.5, 19.5.1, 19.8.1 or 19.8.2 that are agreed to by government or, failing such agreement, that are established in accordance with chapter 6. Where government and the Táichó Government do not reach agreement on the establishment of a proposed condition, the Táichó Government may refer the dispute for resolution in accordance with chapter 6.
- 19.1.10 Conditions established in accordance with 19.1.9, whether through agreement with government or the process set out in chapter 6, may only consist of
- (a) the identification of specific areas or locations, seasons of the year or times of the day in respect of which the access rights may not be exercised in order to
 - (i) protect the environment,
 - (ii) avoid conflict with harvesting by the Táichó Citizens or with other uses of the land by the Táichó Citizens,
 - (iii) conserve wildlife or wildlife habitat, or
 - (iv) protect Táichó communities or camps; or
 - (b) requirements for notice or registration by persons exercising the access rights.
- 19.1.11 Conditions may not be established in accordance with 19.1.9, whether through agreement with government or the process set out in chapter 6, for the exercise of access rights in relation to law enforcement, investigations or inspections under the law of Canada.
- 19.2 NON-COMMERCIAL ACCESS
- 19.2.1 Subject to 19.1.6, 19.1.9 and 19.2.2 to 19.2.5, any person has a right of access to Táichó lands and waters overlying such lands.
- 19.2.2 The right of access under 19.2.1 does not include the right to engage in any commercial activity or to establish any permanent or seasonal camp or structure on Táichó lands.
- 19.2.3 Subject to 10.1.1(b), to Táichó laws that also apply to Táichó Citizens and to legislation, a person exercising the right of access under 19.2.1 may harvest wildlife, trees and plants.
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- 19.2.4 Except where 19.2.5 applies, if the right of access under 19.2.1 is exercised for the purpose of reaching adjacent lands or waters to exercise a right, interest or privilege on those adjacent lands or waters, such as to go to or from a place of work or to or from a place of recreation, it shall, where practicable, take place
- (a) upon prior notice to the Tāichō Government;
 - (b) on a route identified for that purpose by the Tāichō Government in accordance with any restrictions specified by it; or
 - (c) on a route being used for such access on a regular basis, whether year round or intermittently, if the exercise of such access does not cause significant alteration in the use of the route.
- 19.2.5 Where, in the course of exercising the right of access under 19.2.1, a person enters or leaves a Tāichō community, that person shall, to the extent possible, use a route that is being used for such access on a regular basis, whether year round or intermittently, and shall not cause significant alteration in the use of the route.
- 19.2.6 Any person may access Tāichō lands and waters overlying such lands without prior notice in an emergency.
- 19.3 EXISTING RIGHTS AND INTERESTS
- 19.3.1 Subject to 19.3.3, the holder of an interest in an excluded parcel listed in part 1 of the appendix to chapter 18 or the holder of an interest described in part 2 of the appendix to chapter 18, including a renewal, replacement, transfer or extension thereof granted under legislation, has a right of access to Tāichō lands and waters overlying such lands to allow the exercise of that interest.
- 19.3.2 Subject to 19.3.3, the holder of a land use permit granted by the Mackenzie Valley Land and Water Board before the effective date has a right of access to Tāichō lands and waters overlying such lands to allow the exercise of that permit.
- 19.3.3 Where the exercise of the right of access under 19.3.1 or 19.3.2 involves any activity of a type or in a location not authorized at the effective date, the exercise of that right of access is subject to the agreement of the Tāichō Government or, failing such agreement, to conditions established in accordance with chapter 6. Where the person with the right of access and the Tāichō Government do not reach agreement on conditions for the exercise of that right of access, the person with the right of access may refer the dispute for resolution in accordance with chapter 6, but may not exercise it until the dispute has been resolved.
- 19.3.4 The rights of access under 19.3.1 and 19.3.2 extend to any employee, client or guest of the holder of the right or interest.
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19.4 COMMERCIAL ACCESS

- 19.4.1 Subject to 19.1.6, 19.1.9, 19.4.2 and 19.4.3, any person has, for travel by water in the course of conducting a commercial activity, a right of access to
- (a) any navigable river that overlies Táichó lands and any other navigable water body that overlies Táichó lands where the other water body can be entered from a navigable river;
 - (b) portages on Táichó lands associated with a navigable river or other navigable water body that can be entered from a navigable river; and
 - (c) Táichó lands that are waterfront lands.
- 19.4.2 The right of access under 19.4.1 must be exercised using the most direct route and by minimizing use of the portages and waterfront lands.
- 19.4.3 The right of access under 19.4.1 to portages on Táichó lands and to Táichó lands that are waterfront lands
- (a) is subject to prior notice being given to the Táichó Government; and
 - (b) does not include the right to engage in any commercial activity, other than an activity that is necessarily incidental to travel, or to establishing any permanent or seasonal camp or structure.
- 19.4.4 Where a person is unable to comply with the conditions set out in 19.1.6, 19.4.2 and 19.4.3, that person has a right of access to the places listed in 19.4.1 for the purpose of travelling by water in the course of conducting a commercial activity, with the agreement of the Táichó Government or, failing such agreement, on conditions established in accordance with chapter 6. Where the person with the right of access and the Táichó Government do not reach agreement on conditions for the exercise of that right of access, the person with the right of access may refer the dispute for resolution in accordance with chapter 6, but may not exercise it until the dispute has been resolved.
- 19.4.5 Subject to 19.1.6 and 19.1.9, any person who requires access to Táichó lands or to waters overlying such lands to reach adjacent lands or waters for commercial purposes has a right to such access provided that
- (a) the access is of a casual and insignificant nature and prior notice is given to the Táichó Government; or
 - (b) the route is being used for such access on a regular basis, whether year round or intermittently and the exercise of such access does not result in a significant alteration in the use of the route.
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- 19.4.6 Subject to 19.4.7 and 19.4.8, where a person is unable to comply with the conditions set out in 19.4.5, that person has a right of access to Tăichô lands or to waters overlying such lands to reach adjacent lands or waters for a commercial purpose with the agreement of the Tăichô Government or, failing such agreement, on conditions established in accordance with chapter 6. Where the person with the right of access and the Tăichô Government do not reach agreement on conditions for the exercise of that right of access, the person with the right of access may refer the dispute for resolution in accordance with chapter 6, but may not exercise it until the dispute has been resolved.
- 19.4.7 Failing agreement with the Tăichô Government, a person shall not exercise the right of access under 19.4.6 unless that access has been established in accordance with chapter 6 as being reasonably required.
- 19.4.8 Any conditions for access under 19.4.6 established in accordance with chapter 6 shall ensure that such access is by a suitable route least harmful to the Tăichô First Nation and Tăichô Citizens.

19.5 GOVERNMENT ACCESS

- 19.5.1 Subject to 19.1.6, 19.1.9 and 19.5.2, agents, employees, contractors of government, members of the Canadian Forces and peace officers have a right of access to Tăichô lands and waters overlying such lands and to use natural resources incidental to such access to deliver and manage government programs and services, to carry out duties under the law of Canada and to respond to emergencies. Government shall give prior notice of such access to the Tăichô Government when it is reasonable to do so.
- 19.5.2 Except as provided by 19.5.3, 19.5.9 or 19.8.1, if government requires the continuous use or occupancy of Tăichô lands for more than two years, the Tăichô Government may require government to acquire an interest in the lands for that purpose by agreement or under chapter 20.
- 19.5.3 Government may establish, on Tăichô lands, after consultation with the Tăichô Government prior to the start of a navigation season, navigational aids and safety devices along the shorelines of navigable waters provided that the area occupied by each such navigational aid or safety device does not exceed
- (a) two hectares, for range markers and buoy transits; or
 - (b) 0.1 hectare, for single beacons.
- 19.5.4 The Department of National Defence and the Canadian Forces have a right of access to Tăichô lands and waters overlying such lands for military manoeuvres with the agreement of the Tăichô Government or, failing agreement, on conditions established in accordance with chapter 6. Where the Minister of National Defence and the Tăichô Government do not reach agreement on conditions for the exercise of that right of access, the Minister of National Defence may refer the dispute for resolution in accordance with chapter 6, but that Department and those Forces may not exercise it until the dispute has been resolved.
- 19.5.5 Nothing in 19.5.4 is intended to limit the authority of the Minister of National Defence under section 257 of the *National Defence Act*, R.S. 1985, c. N-5.
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- 19.5.6 Any person authorized under legislation to provide to the public electrical power, telecommunications services or similar public utilities, other than pipelines for the transmission of hydrocarbons, shall have a right of access to Tăichô lands and waters overlying such lands to carry out assessments, surveys and studies in relation to the proposed services, provided they consult with the Tăichô Government prior to exercising such right.
- 19.5.7 Unless otherwise provided in an agreement with the Tăichô Government, where access under 19.5.6 results in damage to Tăichô lands or interference with the use of and peaceable enjoyment of Tăichô lands by the Tăichô First Nation or a Tăichô Citizen, the person exercising the right shall, notwithstanding 19.1.7, compensate the Tăichô Government, in the case of damage to Tăichô lands, or the Tăichô Citizens whose use or peaceable enjoyment has been interfered with in an amount agreed to by the Tăichô Government and that person or, failing such agreement, in an amount determined in accordance with chapter 6. Where the person with the right of access under 19.5.6 and the Tăichô Government do not reach agreement on the amount of compensation offered, the Tăichô Government may refer the dispute for resolution in accordance with chapter 6.
- 19.5.8 A Tăichô community government has a right of access, with the agreement of the Tăichô Government or, failing agreement, on terms established in accordance with chapter 6, to locate, maintain and operate, on Tăichô lands, water intake facilities for the purpose of providing water for community purposes. For greater certainty, this right of access includes the right to use waters overlying Tăichô lands for that purpose. Where the Tăichô community government and the Tăichô Government do not reach agreement on the terms of this right of access, the Tăichô community government may refer the matter for resolution in accordance with chapter 6.
- 19.5.9 Government may establish stream gauges and fuel caches, on Tăichô lands, after consultation with the Tăichô Government.
- 19.6 ACCESS TO CLEAN UP CONTAMINATED SITES
- 19.6.1 Where the clean-up under 18.3.1 of a contaminated site on or surrounded by Tăichô lands is conducted by government or by a person, including the Tăichô Government, under contract with or funded by government, the government or person conducting the clean-up shall, for that purpose, have a right of access to the Tăichô lands and waters overlying such lands and a right to use specified substances or other natural resources on Tăichô lands to the extent necessary to conduct the clean-up.
- 19.6.2 There shall be no rental, fee, charge or other compensation payable for the exercise of the right of access or for the use of specified substances or other natural resources under 19.6.1 or for any cost incurred by the Tăichô Government in relation to the resources or access.
- 19.7 ACCESS TO CONSTRUCTION MATERIALS
- 19.7.1 Subject to 19.7.2, the Tăichô Government shall provide, to any person, government or a Tăichô community government, supplies of, and permit access to, sand, gravel, clay and other like construction materials on Tăichô lands and shall permit that person or government access to Tăichô lands for the purpose of obtaining such supplies.
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- 19.7.2 The Tāichō Government is not obliged to supply materials under 19.7.1 where the materials are to be used on lands other than Tāichō lands unless there is no alternative source of supply reasonably available in an area closer to those other lands.
- 19.7.3 Subject to 19.7.4, the Tāichō Government is entitled to be paid for the value of materials supplied under 19.7.1 and for the exercise of access under that provision.
- 19.7.4 The Tāichō Government is not entitled to be paid for materials supplied or the exercise of access under 19.7.1 or for any cost incurred by the Tāichō Government in relation to those materials or for the access if the materials are to be used, for a public purpose, on Tāichō lands or in a Tāichō community or for a public road bordering Tāichō lands or a Tāichō community.
- 19.7.5 If the government or the person seeking the supply of the materials under 19.7.1 and the Tāichō Government do not agree on a condition respecting the supply of, or access to, the materials or on the application of 19.7.2 or 19.7.4, the government or person may refer the matter for resolution in accordance with chapter 6.
- 19.7.6 Any conflict between the use of construction materials by a person, government or Tāichō community government under 19.7.1 and the use of construction materials by the Tāichō Government or Tāichō Citizens, may be referred by that person, government, the Tāichō community government or the Tāichō Government for resolution in accordance with chapter 6.
- 19.8 ACCESS TO WINTER ROADS
- 19.8.1 Subject to 19.1.9, agents, employees and contractors of the Government of the Northwest Territories have a right of free access to the winter roads rights of way on Tāichō lands identified in the appendix to this chapter and waters overlying those rights of way to establish, build, manage, control, vary and close up winter roads.
- 19.8.2 Any person has a right to travel on the winter roads established under 19.8.1 in accordance with territorial laws in respect of public highways.
- 19.8.3 Territorial laws in respect of public highways apply to the winter roads established under 19.8.1 as if they were Crown lands. In the event that there is a conflict between territorial laws in respect of public highways and those of the Tāichō Government, the territorial laws in respect of public highways prevail to the extent of the conflict.

MAP - WINTER ROADS RIGHTS OF WAY (19.8.1)

CHAPTER 20

EXPROPRIATION OF TĂICHÔ LANDS

20.1 GENERAL PRINCIPLE

- 20.1.1 It is of fundamental importance to maintain the quantum and integrity of Tăichô lands. Therefore, as a general principle, such lands shall not be expropriated, but if expropriation is necessary, the minimum interest required shall be taken.

20.2 GENERAL

- 20.2.1 Before proceeding with expropriation of Tăichô lands, an expropriating authority shall discuss with the Tăichô Government the need for expropriation and shall attempt to negotiate with it an agreement for the transfer of the required interest, including its location, extent and nature.
- 20.2.2 Tăichô lands may be expropriated by an expropriating authority in accordance with legislation as modified by the provisions of this chapter.
- 20.2.3 Nothing in this chapter is intended to eliminate or duplicate any legislative requirement for a public hearing or inquiry into the necessity of an expropriation.

20.3 CONSENT

- 20.3.1 Expropriation of Tăichô lands shall require the consent of the Governor in Council where expropriation is under an Act of Parliament, or the Executive Council of the Government of the Northwest Territories where expropriation is under an Act of the Northwest Territories. The Governor in Council or the Executive Council, as the case may be, shall consider the principle in 20.1.1 and shall not give such consent unless the Governor in Council or the Executive Council, as the case may be, is satisfied that there is no other reasonable alternative to the expropriation.
- 20.3.2 Notice of the intention of an expropriating authority to seek the consent of the Governor in Council or the Executive Council, as the case may be, shall be given to the Tăichô Government by the expropriating authority.

20.4 COMPENSATION

- 20.4.1 An expropriating authority shall offer, as compensation for Tăichô lands, alternative lands in **Wek'èezhîi** that are of equivalent significance and value as the expropriated lands, that are available and that are adjacent to Tăichô lands. Where the expropriating authority offers alternate lands the subsurface of which is held by government, government shall provide the subsurface.
- 20.4.2 Subject to 20.4.3, to the extent the expropriating authority has no alternative lands as described in 20.4.1 or the Tăichô Government does not accept the offer of such lands, compensation shall be in money. Compensation may be a combination of such lands and money.
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- 20.4.3 Where an expropriating authority has no alternative lands as described in 20.4.1, government shall provide lands to the expropriating authority by sale or otherwise providing that government has lands that are in **Wek'èezhli**, that are available and that are adjacent to **Tàichô** lands.
- 20.4.4 For the purpose of 20.4.1, land is not available to be provided as alternative lands if it is
- (a) subject to an agreement for sale or a lease unless the expropriating authority and the person holding that interest consent;
 - (b) occupied or used by the expropriating authority or a **Tàichô** community government or required for such future occupation or use;
 - (c) part of a public road;
 - (d) within 31 metres of a boundary of **Wek'èezhli**; or
 - (e) for any other reason considered unavailable by an arbitrator under 6.5 or arbitration committee under 6.8.
- 20.4.5 For the purpose of 20.4.3, land held by government is not available to be provided as alternative lands if it is
- (a) subject to an agreement for sale or a lease unless government and the person holding that interest consent;
 - (b) occupied or used by government or a **Tàichô** community government or required for such future occupation or use; or
 - (c) land described in 20.4.4(c), (d) or (e).
- 20.4.6 The expropriating authority or government shall, when offering alternative lands to the **Tàichô** Government, identify any existing third party rights or interests.
- 20.4.7 In determining the value of **Tàichô** lands for the purpose of compensation or the value of alternative lands, the value of the lands for the purpose of harvesting of wildlife and the cultural or other special value to the **Tàichô** First Nation shall be taken into account.
- 20.4.8 In the event the **Tàichô** Government and the expropriating authority do not agree on compensation for **Tàichô** lands, the matter shall be referred for resolution in accordance with chapter 6.
- 20.4.9 The arbitrator under 6.5 or the arbitration committee under 6.8 may make an award of alternative land described in 20.4.1 if accepted by the **Tàichô** Government, of money or of any combination thereof and, where appropriate, of costs and interest.
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- 20.4.10 Any lands, the fee simple title to which is expropriated under this chapter, shall no longer be Tăichô lands even where not all of the minerals are expropriated. Alternative lands, the fee simple title to which is acquired by the Tăichô Government under this chapter, if the lands are adjacent to Tăichô lands and if the title held by the Tăichô Government includes all the minerals, become Tăichô lands. The title held by the Tăichô Government in alternative lands that are Tăichô lands shall be subject to any interests of any third party that exist at the date the lands vest in the Tăichô Government and in respect of which the Tăichô Government has been notified by that date. When the lands become Tăichô lands, part 2 of the appendix to chapter 18 shall be deemed to include such interests.
- 20.4.11 Where Tăichô lands which have been expropriated are, in the opinion of the expropriating authority, no longer required, the Tăichô Government may reacquire such lands at a price to be established by the expropriating authority. The expropriating authority may not dispose of the lands for a price less than that at which they were offered to the Tăichô Government.
- 20.4.12 Lands reacquired by the Tăichô Government under 20.4.11 shall, if government agrees and the title held by the Tăichô Government includes all the minerals, become Tăichô lands.
- 20.4.13 Where government and the Tăichô Government agree, the determination of the amount of compensation to be paid for expropriated land may be deferred, but when this determination is made, it shall be based on the value of the expropriated land at the time it was expropriated.
- 20.5 PUBLIC ROADS
- 20.5.1 Notwithstanding 20.4 and any legislation, government may expropriate Tăichô lands in accordance with 20.1 to 20.3 for use as a public road without compensation to the Tăichô Government.
- 20.5.2 No lands expropriated under 20.5.1 may be used for any purpose other than a public road without the payment of compensation in accordance with 20.4.
- 20.5.3 Any dispute between government and the Tăichô Government as to the location of a public road for which Tăichô lands are to be expropriated under 20.5.1 may be referred by a Party for resolution in accordance with chapter 6.
- 20.5.4 Where any lands expropriated under 20.5.1 or conveyed without compensation to government for a public road under 18.1.7 are no longer needed for a public road, government shall grant back to the Tăichô Government the fee simple interest in those lands and those lands become Tăichô lands.
- 20.5.5 The amount of land expropriated under 20.5.1 or conveyed without compensation to government for a public road under 18.1.7 and not granted back to the Tăichô First Nation under 20.5.4 shall not exceed, at any time, 150 square kilometres.
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CHAPTER 21

WATER RIGHTS AND MANAGEMENT

21.1 GENERAL

- 21.1.1 The use of water and the deposit of waste in **Wek'ëezhli** or that part of **Môwhi Gogha Dè Nīitá'ëe** within the Northwest Territories are subject to legislation.
- 21.1.2 The property in water in **Wek'ëezhli** or that part of **Môwhi Gogha Dè Nīitá'ëe** within the Northwest Territories may be determined by legislation, and nothing in the Agreement shall be construed as granting the **Táichô** Government, a **Táichô** Citizen or the **Táichô** First Nation property rights in respect of water.

21.2 RIGHTS OF **TÁICHÔ** FIRST NATION

- 21.2.1 Subject to the other provisions of the Agreement, the **Táichô** First Nation has the exclusive right to use or deposit waste in waters which are on or flow through **Táichô** lands when such waters are on or flowing through **Táichô** lands. This does not prevent persons who are not **Táichô** Citizens from using such waters or from depositing waste in such waters with the consent of the **Táichô** Government.
- 21.2.2 For greater certainty, any condition on the use of waters or the deposit of waste in waters which are on or flow through **Táichô** lands that is imposed under legislation, including by an authorization issued by the **Wek'ëezhli** Land and Water Board, prevails over any conflicting condition imposed by the **Táichô** First Nation or the **Táichô** Government by or under any authority recognized in the Agreement, including **Táichô** laws.
- 21.2.3 Subject to any use of water, deposit of waste or activity referred to in 21.3.2 or 21.3.3 that is authorized by law, including by an authorization issued by the **Wek'ëezhli** Land and Water Board or by another competent water authority, the **Táichô** First Nation has the right to have waters which are on or flow through or are adjacent to **Táichô** lands remain substantially unaltered as to quality, quantity and rate of flow when such waters are on or flow through or are adjacent to **Táichô** lands.
- 21.2.4 Subject to legislation of general application and **Táichô** laws and, in relation to water that is on lands vested in another Aboriginal people under a land claims agreement, limitations set under that agreement that are of the same type as those that apply in relation to water on **Táichô** lands, a **Táichô** Citizen has the right to use water in **Wek'ëezhli** or that part of **Môwhi Gogha Dè Nīitá'ëe** within the Northwest Territories, without licence, permit or other authorization, for the harvesting of wildlife under 10.1.1, including transportation relating thereto, or for **Táichô** heritage, cultural or spiritual purposes.
- 21.2.5 The **Táichô** Government has a cause of action against any person in respect of any use of water, deposit of waste or other activity not authorized by law which substantially alters the quality, quantity or rate of flow of waters which are on or flow through or are adjacent to **Táichô** lands, with such remedies as if the **Táichô** Government had riparian rights.
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- 21.2.6 For the purposes of 21.2.3 or 21.2.5, the Táichô Government shall have standing at all times in a court of competent jurisdiction to seek a declaration respecting the authority of any person to alter the quality, quantity or rate of flow of water.

21.3 RIGHTS OF GOVERNMENT AND OTHERS

- 21.3.1 Subject to the other provisions of the Agreement except 21.2.1, government and persons who are not Táichô Citizens having a right or interest granted by government in respect of Táichô lands the exercise of which requires the use of water or the deposit of waste in water, shall have the right to use or deposit waste in water which is on or flowing through Táichô lands when such water is on or flowing through Táichô lands, without the consent of the Táichô Government.

- 21.3.2 Notwithstanding the ownership of beds of certain water bodies by the Táichô Government, government retains the right, without the consent of the Táichô Government, to use water for fighting fires and to protect and manage and use water and beds of such water bodies, for public purposes. Those public purposes include

- (a) the protection of wildlife and wildlife habitat;
- (b) the protection of water supplies including community water supplies from contamination and degradation;
- (c) research with respect to water quality and water quantity; and
- (d) flood control and protection of navigation and transportation.

- 21.3.3 Unless otherwise provided for in legislation, the consent of the Táichô Government is not required in relation to, and the rights of the Táichô First Nation under 21.2.1 and 21.2.3 shall not interfere with

- (a) rights of navigation and passage on water;
- (b) use of water by any person for emergency or domestic purposes; or
- (c) any right of access provided for in the Agreement.

21.4 INTERJURISDICTIONAL AGREEMENTS

- 21.4.1 Government shall use its best efforts to negotiate agreements with territorial or provincial governments which manage drainage basins any part of which are in Wek'eezhli or that part of Mówih Gogha Dè Níltá'ee within the Northwest Territories for the management of water in the drainage basin.

- 21.4.2 Government shall consult with the Táichô Government with respect to the formulation of government positions on the management of water in a drainage basin before negotiating an agreement under 21.4.1.
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21.5 LICENSING

21.5.1 The **Wek'ëezhîi** Land and Water Board shall not authorize a use of water or a deposit of waste that, in its opinion, is likely to alter substantially the quality, quantity or rate of flow of waters on or flowing through or adjacent to **Tăichô** lands, when such waters are on or flowing through or adjacent to **Tăichô** lands, unless the Board considers that

(a) there is no alternative which could reasonably satisfy the requirements of the applicant; and

(b) there are no reasonable measures whereby the applicant could avoid the alteration.

21.5.2 The **Wek'ëezhîi** Land and Water Board shall not authorize a use of water or a deposit of waste anywhere in **Wek'ëezhîi** which, in its opinion, will likely substantially alter the quality, quantity or rate of flow of waters on or flowing through or adjacent to **Tăichô** lands, when such waters are on or flowing through or adjacent to **Tăichô** lands, unless the applicant for the authorization has entered into an agreement with the **Tăichô** Government to compensate the **Tăichô** First Nation for loss or damage which may be caused by such alteration, or the Board has accepted a referral to resolve a dispute on the compensation under 6.7.

21.5.3 Where a use of water or a deposit of waste is proposed outside **Wek'ëezhîi**, but within the Northwest Territories or Nunavut, which, in the opinion of the **Wek'ëezhîi** Land and Water Board, will likely substantially alter the quality, quantity or rate of flow of water on or flowing through or adjacent to **Tăichô** lands, when such waters are on or flowing through or are adjacent to **Tăichô** lands, the use of water or the deposit of waste shall not be authorized by the competent water authority unless the applicant has entered into an agreement with the **Tăichô** Government to compensate the **Tăichô** First Nation for loss or damage which may be caused by such alteration, or the Board has accepted a referral to resolve a dispute on the compensation under 6.7.

21.5.4 If the **Tăichô** Government and the applicant for an authorization for a use of water or deposit of waste described in 21.5.2 or 21.5.3 do not reach an agreement on compensation within the time limit established by the **Wek'ëezhîi** Land and Water Board, either party may refer the matter of compensation for resolution under chapter 6.

21.5.5 Compensation determined by the Board under 6.7 in respect of a use of water or a deposit of waste described in 21.5.2 or 21.5.3 may be in the form of a lump sum or periodic cash payment or non-monetary compensation such as replacement or substitution of damaged or lost property or equipment or relocation or transportation of **Tăichô** Citizens or equipment to a different harvesting locale or a combination of such forms of compensation.

- 21.5.6 In determining, under 6.7, the amount of compensation payable to the Tăichô Government in respect of a use of water or deposit of waste described in 21.5.2 or 21.5.3, the Wek'êezhii Land and Water Board shall consider
- (a) the effect of the use of water or deposit of waste on the use by Tăichô Citizens of water on or adjacent to Tăichô lands;
 - (b) the effect of the use of water or deposit of waste on Tăichô lands, taking into account any cultural or special value of the lands to the Tăichô First Nation;
 - (c) the nuisance, inconvenience and noise caused by the use of water or deposit of waste to Tăichô Citizens on Tăichô lands;
 - (d) the effect of the use of water or deposit of waste on the harvesting of wildlife by Tăichô Citizens; and
 - (e) subject to legislation, such other factors as the Board may consider relevant.
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CHAPTER 22

LAND AND WATER REGULATION

22.1 GENERAL

22.1.1 The following principles apply to this chapter:

- (a) an integrated system of land and water management should apply to the Mackenzie Valley; and
- (b) the regulation of land and water in Wek'èezhìi and in adjacent areas should be co-ordinated.

22.1.2 Legislation shall require the Mackenzie Valley Environmental Impact Review Board, the Wek'èezhìi Land and Water Board and any land use planning body for Wek'èezhìi or part thereof to co-ordinate their activities with each other and with the following bodies: any body managing national parks, including any national park management committee, Parks Canada in relation to the management of national historic sites administered by it, any management committee or similar structure established for a protected area, the Wek'èezhìi Renewable Resources Board, any Surface Rights Board and any new body referred to in 22.6.1 that may be established under a future land claims agreement, to the extent that the new body has authority to manage or regulate land, water, wildlife or other natural resources in Wek'èezhìi.

22.1.3 The costs of the Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìi Land and Water Board incurred in accordance with their approved budgets shall be a charge on government. Each board shall prepare an annual budget and submit it to government. Government may approve the budget as submitted or vary it and approve it as varied. The budget shall provide for funds reasonably required to fulfill the mandate of each Board and shall be in accordance with the Government of Canada's Treasury Board guidelines.

22.1.4 The budget of the Mackenzie Valley Environmental Impact Review Board and the Wek'èezhìi Land and Water Board may include

- (a) remuneration and travel expenses for attendance of Board members at board and committee meetings;
- (b) the expenses of public hearings and meetings; and
- (c) the expenses of staff, advisors and consultants and of the operation and maintenance of the office.

22.1.5 Legislation may provide for the reallocation of functions among the Mackenzie Valley Environmental Impact Review Board, the Wek'èezhìi Land and Water Board and any land use planning body for Wek'èezhìi, provided that environmental assessment and review shall remain with the Mackenzie Valley Environmental Impact Review Board as set out in 22.2.

- 22.1.6 The Mackenzie Valley Environmental Impact Review Board and the Wek'èezhì Land and Water Board may establish their own rules of procedure in accordance with legislation.
- 22.1.7 In exercising their powers, the Mackenzie Valley Environmental Impact Review Board and the Wek'èezhì Land and Water Board shall consider traditional knowledge as well as other scientific information where such knowledge or information is made available to the Boards.
- 22.1.8 The Mackenzie Valley Environmental Impact Review Board and the Wek'èezhì Land and Water Board shall have, subject to their approved budgets, such staff, professional and technical advisors and consultants as are necessary for the proper conduct of their affairs and the boards may share such staff or advisors between themselves.
- 22.1.9 All information in the possession of a government department or agency or the Tłchq Government relevant to a matter before the Mackenzie Valley Environmental Impact Review Board or the Wek'èezhì Land and Water Board shall be provided, upon request, to such board.
- 22.1.10 The legislation implementing the provisions of this chapter shall provide for a method of monitoring the cumulative impact of the uses of land and water and deposits of waste on the environment in the Mackenzie Valley and for periodic, independent, environmental audits which shall be made public.
- 22.1.11 If any body is established by legislation to carry out the monitoring and audit functions under 22.1.10 in the Mackenzie Valley, the Tłchq Government shall be entitled to a meaningful role in such body and such role shall be set out in legislation.
- 22.1.12 If the monitoring or audit functions referred to in 22.1.10 are carried out in Wek'èezhì by a department of government, the department shall do so in consultation with the Tłchq Government.
- 22.1.13 Where the Mackenzie Valley Environmental Impact Review Board or the Wek'èezhì Land and Water Board has the authority to enter into contracts or similar arrangements, the Tłchq Government shall not be disqualified from entering into such contracts or arrangements with the Boards solely because nominees or appointees of the Tłchq Government are members of such boards.

22.2 ENVIRONMENTAL IMPACT ASSESSMENT AND REVIEW PROCESS

- 22.2.1 The process of environmental impact assessment and review as set out in 22.2 applies to every proposed project that is wholly or partly in the Mackenzie Valley, except for proposed projects that are wholly in a community unless they would be likely to have a significant impact on air, water or renewable resources. For greater certainty, that process does not apply to a proposed project no part of which is in the Mackenzie Valley.
 - 22.2.2 The Environmental Impact Review Board established by legislation to implement the environmental impact assessment and review provisions of the Gwich'in land claims agreement shall be the Mackenzie Valley Environmental Impact Review Board referred to in the Agreement.
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- 22.2.3 50 percent of the members of the Mackenzie Valley Environmental Impact Review Board, excluding the chairperson, shall be nominees of Aboriginal peoples and 50 percent shall be nominees of government. At least one member of the Board shall be a nominee of the Tłchq Government.
- 22.2.4 Where the Mackenzie Valley Environmental Impact Review Board is required to make a decision which may affect an area in Nunavut or the Northwest Territories that is adjacent to the Mackenzie Valley and that is being used by an Aboriginal people and is within the settlement area of that people under its land claims agreement, that people shall have the right to have representation on the Board. Subject to 22.2.3, the Board shall determine how to implement this provision.
- 22.2.5 Subject to any quorum requirements set out in legislation, vacancies in the membership of the Mackenzie Valley Environmental Impact Review Board shall not prevent the remaining members from acting.
- 22.2.6 No authorization that would have the effect of allowing a proposed project to proceed shall be issued in respect of the proposal until any assessment required under 22.2.10 and any review required because of a determination of the Mackenzie Valley Environmental Impact Review Board under 22.2.12 or a direction of the Minister under 22.2.13 have been completed.
- 22.2.7 Legislation may provide
- (a) for proposed projects or classes thereof which are exempt from the process of environmental impact assessment and for the amendment of any such exemptions; and
 - (b) for a preliminary screening of proposed projects by any government department or board or the Tłchq Government in order to determine whether any assessment is required.
- 22.2.8 Legislation shall provide that a proposed project which would otherwise be exempt from assessment may be assessed by the Mackenzie Valley Environmental Impact Review Board if, in the opinion of the Board, it is considered to be of special environmental concern by reason of its cumulative effects or otherwise.
- 22.2.9 A proposed project that has not been exempted from assessment and is wholly or partly in Wek'èezhì or may have an impact in Wek'èezhì may be referred for assessment to the Mackenzie Valley Environmental Impact Review Board by the Tłchq Government or any governmental authority, or by the Board on its own motion whether or not a preliminary screening has been conducted and notwithstanding the results of any such screening.
- 22.2.10 A proposed project shall be assessed by the Mackenzie Valley Environmental Impact Review Board, in order to determine whether it will likely have a significant adverse impact on the environment or will likely be a cause of significant public concern, where that project
- (a) has not been exempted from assessment; and
 - (b) has been the subject of a preliminary screening by a body that determined an assessment is required or has been referred for assessment under 22.2.9.
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- 22.2.11 Before completing its assessment of a proposed project that is wholly or partly on Tłchq lands, the Mackenzie Valley Environmental Impact Review Board shall consult with the Tłchq Government.
- 22.2.12 As a result of its assessment, the Mackenzie Valley Environmental Impact Review Board shall
- (a) when the proposed project is not likely in its opinion to have a significant adverse impact on the environment or be the cause of a significant public concern, determine that an environmental impact review is not required;
 - (b) when the proposed project is likely in its opinion to have a significant adverse impact on the environment or is likely to be a cause of significant public concern, determine that an environmental impact review is required; or
 - (c) when the proposed project is likely in its opinion to have a significant adverse impact on the environment or is likely to be a cause of significant public concern, recommend that the authorizations impose such measures it considers necessary to prevent the significant adverse impact.
- 22.2.13 Notwithstanding a determination by the Mackenzie Valley Environmental Impact Review Board that an environmental impact review is not required, the Minister may direct that such a review be conducted. The Minister shall consult the Tłchq Government before making such a decision if the proposed project is wholly or partly on Tłchq lands.
- 22.2.14 Subject to 22.2.15, an environmental impact review shall be conducted by a panel of the Mackenzie Valley Environmental Impact Review Board, in respect of a proposed project determined by the Board to be wholly in the Mackenzie Valley, where
- (a) the Board has determined under 22.2.12(b) that a review is required; or
 - (b) the Minister has directed under 22.2.13 that a review be conducted.
- 22.2.15 Where a public review of a proposed project determined by the board to be wholly in the Mackenzie Valley is to be conducted under the *Canadian Environmental Assessment Act*, the Minister of the Environment and the Mackenzie Valley Environmental Impact Review Board shall consult each other and shall establish a joint review panel in place of separate review panels.
- 22.2.16 When a Mackenzie Valley Environmental Impact Review Board panel is to conduct a review under 22.2.14, or a joint panel is to conduct a review under 22.2.15, and the Board has determined that the proposed project is partly in or may have an impact in Wek'èezhìi,
- (a) the Tłchq Government shall be entitled to nominate at least one member of the panel; and
 - (b) the Tłchq Government and the representatives of any other Aboriginal people whose utilization of land and water resources is primarily in the area where the project will be located or may have an impact shall be entitled to nominate at least 50 percent of the members of the panel, not including the chairperson.
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22.2.17 Subject to 22.2.18, where

- (a) the Mackenzie Valley Environmental Impact Review Board has determined that a proposed project is partly but not wholly within the Mackenzie Valley but that it is partly in Wek'èezhìi or may have an impact in Wek'èezhìi, and
- (b) the Board has determined under 22.2.12(b) that a review is required or the Minister has directed under 22.2.13 that a review be conducted,

the Board shall enter into an agreement for the establishment of a joint review panel with any person or body with responsibility to review the environmental impacts of the aspects of the project outside the Mackenzie Valley, or with the Minister of Environment if such a review is authorized under the *Canadian Environmental Assessment Act*.

22.2.18 The review of the environmental impacts of the aspects of a proposed project referred to in 22.2.17 that are in the Mackenzie Valley shall be conducted by a panel of the Mackenzie Valley Environmental Impact Review Board, if

- (a) there is no person or body with responsibility to review the environmental impacts of the aspects of the project outside the Mackenzie Valley and no authorization for such a review under the *Canadian Environmental Assessment Act*; or
- (b) no agreement is concluded under 22.2.17, within a period set under legislation, on the establishment of a joint review panel.

22.2.19 To the extent possible, the Mackenzie Valley Environmental Impact Review Board shall co-ordinate any review under 22.2.18 with any person or body with responsibility to review the environmental impacts of the aspects of the proposed project outside the Mackenzie Valley.

22.2.20 Where an environmental impact review is to be conducted by a joint panel established under an agreement concluded under 22.2.17 or by a Mackenzie Valley Environmental Impact Review Board panel under 22.2.18,

- (a) the Tłchq Government shall be entitled to nominate at least one member of the panel; and
- (b) the Tłchq Government and the representatives of any other Aboriginal people whose utilization of land and water resources is primarily in the area where the project will be located or may have an impact shall be entitled to nominate at least 50 percent of the members of the panel, not including the chairperson.

22.2.21 A Mackenzie Valley Environmental Impact Review Board panel may include, in addition to members of the Board, persons appointed by the Board because of their special expertise.

22.2.22 When a Mackenzie Valley Environmental Impact Review Board panel or a joint review panel is reviewing a proposed project that is wholly or partly on Tłchq lands, it shall consult the Tłchq Government.

22.2.23 Where a public review of a proposed project that is partly in or may have an impact in Wek'èezhìi is to be conducted by a review panel under the *Canadian Environmental Assessment Act*, the panel shall consult the Tłchq Government throughout the review.

- 22.2.24 The members of the Mackenzie Valley Environmental Impact Review Board and of any review panel referred to in 22.2 shall be free of any conflict of interest relative to the proposed project, except that no member shall be disqualified solely on the ground of being a Tłchq Citizen.
- 22.2.25 An environmental impact review conducted by a review panel referred to in 22.2 shall have regard to
- (a) the protection of the existing and future economic, social and cultural well-being of the residents and communities in the Mackenzie Valley;
 - (b) the protection of the environment from significant adverse impact from the proposed project;
 - (c) in cases where the proposed project will likely result in a significant adverse impact on the environment, the need for mitigative or remedial measures; and
 - (d) the importance of conservation to the Tłchq First Nation well-being and way of life.
- 22.2.26 An environmental impact review conducted by a Mackenzie Valley Environmental Impact Review Board panel or a joint review panel referred to in 22.2 shall include
- (a) the submission by the proponent of an impact statement in accordance with any guidelines established by the Board or the panel;
 - (b) such analysis by the Board or the panel as is considered appropriate;
 - (c) public consultation or hearings in affected communities; and
 - (d) a report resulting from the review to each Minister and independent regulatory agency and, where the proposed project is to be located on Tłchq lands, to the Tłchq Government with a recommendation that the project be approved, with or without conditions, or rejected.
- 22.2.27 A copy of the report referred to in 22.2.26(d) shall be provided, on request, to any member of the public, upon payment of any reasonable fee imposed under legislation to cover the cost of providing the copy.
- 22.2.28 Each Minister and independent regulatory agency shall consider a recommendation of the Mackenzie Valley Environmental Impact Review Board under 22.2.12(c) and each Minister and independent regulatory agency and, where the proposed project is to be wholly or partly on Tłchq lands, the Tłchq Government, shall consider the report referred to in 22.2.26(d).
- 22.2.29 In the case of a recommendation of the Mackenzie Valley Environmental Impact Review Board under 22.2.12(c) or of a review panel in the report referred to in 22.2.26(d), a Minister, the Tłchq Government or an independent regulatory agency may accept the recommendation, may refer the recommendation back for further consideration or, after consulting with the Board or the panel, as the case may be, accept the recommendation with modifications or reject the recommendation.
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- 22.2.30 In making a decision under 22.2.29 in relation to a proposed project that is wholly or partly in or may have an impact in Wek'èezhìi, the importance of the conservation of the lands, waters and wildlife of Wek'èezhìi shall be taken into account.
- 22.2.31 In considering a recommendation of the Mackenzie Valley Environmental Impact Review Board under 22.2.12(c) or of a review panel in the report referred to in 22.2.26(d), a Minister, the Tłchq Government or an independent regulatory agency may consider information not before the Board or panel, as the case may be, and matters of public interest not considered by it. Any new facts bearing on the environmental impact of the proposed project considered by a Minister, the Tłchq Government or an independent regulatory agency shall be identified by it in consultation with the Board.
- 22.2.32 Subject to 22.2.33, any decision of a Minister, the Tłchq Government or an independent regulatory agency under 22.2.29 shall be implemented by it and by each department or agency, including any community government, for which it is responsible, to the extent of its authority under legislation or Tłchq laws.
- 22.2.33 For greater certainty, an independent regulatory agency is not bound by any decision under 22.2.29 of the Minister responsible for it.
- 22.2.34 Legislation shall provide the Mackenzie Valley Environmental Impact Review Board with the power to subpoena witnesses and documents in carrying out its responsibilities.
- 22.2.35 Written reasons, which shall be public, shall be given for all decisions and recommendations under 22.2.
- 22.2.36 All parts of the process under 22.2 shall be carried out in a timely manner.

22.3 WEK'ÈEZHÌI LAND AND WATER BOARD

- 22.3.1 In 22.3, "land" means the surface of land.
- 22.3.2 A board, to be called the Wek'èezhìi Land and Water Board, shall be established, on the effective date, by legislation, as an institution of public government, to regulate the use of land and water and the deposit of waste throughout Wek'èezhìi except in a national park or a national historic park or site administered by Parks Canada. To the extent a community government has and exercises any power to regulate the use of land, the Board shall not have authority to regulate the use of land in that community. The legislation may provide for any matter not specified in this chapter in a manner consistent with this chapter. The legislation may provide that the Board has only administrative powers for an initial period, not to exceed six months but, during any such period, 22.3.7 to 22.3.10 and 22.4 apply to the board or panel exercising the substantive powers respecting land and water in Wek'èezhìi.
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22.3.3 Excluding the chairperson,

- (a) 50 percent of the members of the **Wek'èezhìi** Land and Water Board shall be appointed by government;
- (b) the **Tàichó** Government and the representatives of any other Aboriginal people whose utilization of land and water resources takes place primarily in **Wek'èezhìi** and which has concluded an agreement with government that provides for their participation in the Board on the basis of their agreement that the Board perform the functions set out in the Agreement shall be entitled to appoint 50 percent of the members; and
- (c) the **Tàichó** Government shall be entitled to appoint at least 50 percent of the members appointed under (b).

22.3.4 Government shall consult with the **Tàichó** Government before concluding an agreement referred to in 22.3.3(b).

22.3.5 Where the **Wek'èezhìi** Land and Water Board is required to make a decision which may affect an area in Nunavut or the Northwest Territories that is adjacent to **Wek'èezhìi** and that is being used by an Aboriginal people and is within the settlement area of that people under its land claims agreement, that people shall have the right to have representation on the Board. Notwithstanding 22.3.3(b) and (c) but subject to 22.3.3(a), the Board shall determine how to implement this provision provided that at least one member is appointed by the **Tàichó** Government.

22.3.6 The authorities entitled to appoint members to the **Wek'èezhìi** Land and Water Board shall consult with each other before making their appointments.

22.3.7 The chairperson shall be nominated by the other members of the **Wek'èezhìi** Land and Water Board and appointed jointly by the authorities entitled to appoint members of the Board. The members may nominate one of themselves or any other person.

22.3.8 A quorum of the **Wek'èezhìi** Land and Water Board shall consist of three members, and shall include one of the members appointed by the **Tàichó** Government or the representative of another Aboriginal people referred to in 22.3.3 and one member appointed by government other than the chairperson.

22.3.9 Subject to the requirements of 22.3.8, vacancies shall not prevent the remaining members from acting, and the Board, when first established, may start to operate as soon as a quorum has been appointed.

22.3.10 The objective of the **Wek'èezhìi** Land and Water Board is to provide for conservation, development and utilization of the land and water resources of **Wek'èezhìi** in a manner that will provide the optimum benefit therefrom generally for all Canadians but in particular for present and future residents of **Wek'èezhìi**. In exercising its powers, the Board shall take into account the importance of conservation to the **Tàichó** First Nation well-being and way of life.

- 22.3.11 To the extent provided by legislation, the decisions of the **Wek'èezhii** Land and Water Board are subject to policy directions from the Minister and, in relation to the use of water or the deposit of waste, the approval of the Minister. Legislation shall provide that, in relation to the use of **Tàichò** lands, the decisions of the Board are subject to policy directions from the **Tàichò** Government, to the extent compliance with those directions do not require the Board to exceed its approved budget. The policy directions from the Minister and the **Tàichò** Government will not apply to applications pending when the directions are given.
- 22.3.12 If there is a conflict between a policy direction from the **Tàichò** Government and one from the Minister, the policy direction from the **Tàichò** Government prevails.
- 22.3.13 Legislation applicable to the **Wek'èezhii** Land and Water Board prevails over any conflicting policy direction from the Minister or the **Tàichò** Government.
- 22.3.14 Legislation shall provide the **Wek'èezhii** Land and Water Board with the power to subpoena witnesses and documents in carrying out its responsibilities.
- 22.3.15 The **Wek'èezhii** Land and Water Board shall have the power to
- (a) issue, amend or renew authorizations and the terms and conditions attaching thereto for all uses of land and water and all deposits of waste, including those incidental to the exercise of subsurface rights;
 - (b) oversee compliance with its decisions through inspections or otherwise, provided there shall be no duplication of the compliance system as between the **Wek'èezhii** Land and Water Board and other government agencies or departments;
 - (c) enforce or secure compliance with its decisions by the suspension or cancellation of authorizations and such other methods as may be provided by legislation;
 - (d) establish policies and guidelines applicable to its authorizations;
 - (e) hold public consultations and hearings in communities in relation to any matter within its jurisdiction;
 - (f) establish procedures for the conduct of its business, including public hearings; and
 - (g) propose changes to legislation or **Tàichò** laws in respect of the use of land or water or the deposit of waste to government, including a community government, or the **Tàichò** Government.
- 22.3.16 Before enacting legislation regulating the use of land or water or the deposit of waste that applies to any part of **Wek'èezhii** or any amendments to such legislation, government, including any community government, shall consult with the **Tàichò** Government and the **Wek'èezhii** Land and Water Board. Before giving any policy direction to the Board or enacting any laws, in respect of the use of **Tàichò** lands, the **Tàichò** Government shall consult with government and the Board. Before giving any policy direction to the Board, the Minister shall consult with the **Tàichò** Government and the Board.
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- 22.3.17 The Wek'ëezhii Land and Water Board and government, including a Tāichō community government, must exercise any discretionary powers relating to the use of land that they may have under legislation in a manner consistent with any Tāichō laws made under 7.4.2 including any conditions on the use of Tāichō lands provided in a land use plan or otherwise.
- 22.3.18 Subject to any Tāichō laws made under 7.4.2 in respect of the use of Tāichō lands, legislation or Tāichō community government laws may provide for the exemption from any requirement for an authorization from the Wek'ëezhii Land and Water Board of particular uses of land or water or deposits of waste.
- 22.3.19 Legislation shall provide for reasonable notice to affected communities and to the Tāichō Government of any application to the Wek'ëezhii Land and Water Board for an authorization for the use of land or water or deposit of waste in Wek'ëezhii.
- 22.3.20 The Wek'ëezhii Land and Water Board shall consult with the Tāichō Government before issuing, amending or renewing any authorization in relation to Tāichō lands or waters overlying those lands.
- 22.3.21 Legislation may provide for the co-ordination of the activities of the Wek'ëezhii Land and Water Board with other governmental bodies with responsibilities for the regulation of the use of land or water or the deposit of waste.
- 22.4 LAND AND WATER BOARD FOR LARGER AREA
- 22.4.1 Where legislation establishes any other land and water board with jurisdiction in an area larger than but including Wek'ëezhii ("the larger board"), it shall assume the powers and responsibilities of the Wek'ëezhii Land and Water Board. The provisions of the Agreement applicable to the Wek'ëezhii Land and Water Board apply to the larger board except 22.3.3, 22.3.5 and 22.3.7 to 22.3.10.
- 22.4.2 At least one member of the larger board shall be an appointee of the Tāichō Government.
- 22.4.3 Where legislation provides for regional panels of the larger board, the legislation shall provide for a regional panel for Wek'ëezhii with a structure, including the number of members, and functions at least equivalent to a regional panel established for the Gwich'in or Sahtu settlement area.
- 22.4.4 The objective of the larger board is to provide for the conservation, development and utilization of the land and water resources of the area for which it is responsible in a manner that will provide the optimum benefit therefrom generally for all Canadians but in particular for present and future residents of that area. In exercising its powers, the board shall take into account the importance of conservation to the Tāichō First Nation well being and way of life.
- 22.4.5 Where the larger board is required to make a decision which may affect an area in Nunavut or the Northwest Territories that is adjacent to the area over which that board has jurisdiction and that is being used by an Aboriginal people and is within the settlement area of that people under its land claims agreement, that people shall have the right to have representation on the board. Subject to 22.4.2, the larger board shall determine how to implement this provision provided that the proportion of government nominees, not including the chairperson, is maintained at 50 percent of the board membership.
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22.5 LAND USE PLANNING

- 22.5.1 Government may establish a mechanism for the preparation, approval and implementation of a land use plan in **Wek'èezhii**, other than **Táichô** lands, established national parks and lands in a community.
- 22.5.2 Government, the **Táichô** Government and the **Táichô** community governments shall consult with each other during the preparation of land use plans for any part of **Wek'èezhii** with a view to sharing information and harmonizing their plans.
- 22.5.3 The Parties may, by agreement, establish a land use planning body and a mechanism for the preparation, approval and implementation of a land use plan for all of **Wek'èezhii** other than established national parks.
- 22.5.4 Upon the approval of a land use plan applicable to any part of **Wek'èezhii**, government, the **Táichô** Government and the **Táichô** community governments and their departments and agencies, including the **Wek'èezhii** Land and Water Board, shall exercise their powers in accordance with the plan.

22.6 LAND OR WATER MANAGEMENT UNDER FUTURE LAND CLAIMS AGREEMENT

- 22.6.1 If a future land claims agreement provides that a body other than a board referred to in 22.3 or 22.4 ("new body") has authority to regulate the use of land or water or the deposit of waste in any part of **Wek'èezhii**,
- (a) that authority shall be exercised in that part of that region by the larger board referred to in 22.4, in the absence of an agreement to the contrary approved under 22.6.2(b), in lieu of being exercised by the new body or by the **Wek'èezhii** Land and Water Board; and
 - (b) any entitlement which the representatives of the Aboriginal people party to that future land claims agreement had to appoint members to the **Wek'èezhii** Land and Water Board shall be assumed by the **Táichô** Government.
- 22.6.2 Before government concludes a future land claims agreement with provisions referred to in 22.6.1,
- (a) the **Táichô** Government, on notice by government, shall make best efforts to conclude an agreement, with the representatives of the Aboriginal people to be party to that future land claims agreement, as to how the new body and the **Wek'èezhii** Land and Water Board will ensure that all regulatory decisions are made by only one of them or jointly;
 - (b) government shall consider any agreement concluded under (a) and decide whether to approve it; and
 - (c) the Parties shall amend the Agreement in accordance with any agreement approved under (b) and government shall ensure that the future land claims agreement accords with any agreement approved under (b).
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CHAPTER 23
SUBSURFACE RESOURCES

23.1 DEFINITIONS

23.1.1 The following definitions apply in this chapter.

"development" means the stage after a decision to go into production has been made, but before actual production commences.

"major mining project" means a project, in Wek'ëezhii or that part of Mówih Gogha Dè Níitá'ëe within the Northwest Territories, related to the development or production of minerals, other than specified substances, oil or gas, that will employ an average of at least 50 persons annually for the first five years in Wek'ëezhii or that part of Mówih Gogha Dè Níitá'ëe within the Northwest Territories and for which more than \$50 million (1998\$) will be expended in capital costs.

"production" means the removal and taking ownership of minerals, other than specified substances, but does not include removal for assay or testing purposes.

"proponent" means a developer engaged in a major mining project.

23.2 CONSULTATION

23.2.1 Any person who, in relation to Crown land in Wek'ëezhii or that part of Mówih Gogha Dè Níitá'ëe within the Northwest Territories or Táichô lands subject to a mining right administered by government under 18.6.1, proposes to

(a) explore for or produce or conduct an activity related to the development of minerals, other than specified substances and oil and gas, if an authorization for the use of land or water or deposit of waste is required from government or a board established by government to conduct these activities; or

(b) explore for or produce or conduct an activity related to the development of oil or gas, shall consult the Táichô Government.

23.2.2 The consultations conducted under 23.2.1 shall include

(a) environmental impact of the activity and mitigative measures;

(b) impact on wildlife harvesting and mitigative measures;

(c) location of camps and facilities and other related site specific planning concerns;

(d) maintenance of public order including liquor and drug control;

- (e) employment of Tăichô Citizens, business opportunities and contracts, training orientation and counselling for employees who are Tăichô Citizens, working conditions and terms of employment;
 - (f) expansion or termination of activities;
 - (g) a process for future consultations; and
 - (h) any other matter agreed to by the Tăichô Government and the person consulting that government.
- 23.2.3 The consultations conducted under 23.2.1 are not intended to result in any obligations in addition to those required by legislation.
- 23.2.4 No consultation is required under 23.2.1 where negotiations have been conducted in accordance with 23.4.1.
- 23.3 OIL AND GAS EXPLORATION RIGHTS
- 23.3.1 Prior to opening any lands in Wek'ëezhii for oil and gas exploration, government shall consult the Tăichô Government on matters related to that exploration, including benefits plans and other terms and conditions to be attached to rights issuance.
- 23.4 MAJOR MINING PROJECTS
- 23.4.1 Government shall ensure that the proponent of a major mining project that requires any authorization from government and that will impact on Tăichô Citizens is required to enter into negotiations with the Tăichô Government for the purpose of concluding an agreement relating to the project. This obligation comes into effect one year after the effective date. In consultation with the Dogrib Treaty 11 Council or the Tăichô Government, government shall, no later than one year after the effective date, develop the measures it will take to fulfill this obligation, including the details as to the timing of such negotiations in relation to any governmental authorization for the project.
- 23.4.2 The Tăichô Government and the proponent may agree that negotiation of an agreement under 23.4.1 is not required.
- 23.4.3 Negotiation of an agreement under 23.4.1 shall be guided by the principles that its provisions will
- (a) be consistent with and promote the cultural goals of the Tăichô First Nation;
 - (b) be related to the impacts of the project on Tăichô Citizens;
 - (c) not place an excessive burden on the proponent and undermine the viability of the project; and
 - (d) avoid duplication of matters included in an authorization for the project.
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23.4.4 An agreement concluded under 23.4.1 may include any matter connected with the project that could have an adverse impact on Táichô lands or Táichô Citizens or that could reasonably confer a benefit on Táichô Citizens. Without limiting the generality of the foregoing, the following matters, in addition to those listed in 23.2.2, shall be considered appropriate for negotiation and inclusion in an agreement:

- (a) safety, health and hygiene;
- (b) language of the workplace;
- (c) access, by Táichô Citizens, to any facility constructed for the project such as an airstrip or a road; and
- (d) implementation and enforceability.

23.5 DEVOLUTION OF MINERALS

23.5.1 The Government of the Northwest Territories shall involve the Táichô Government in the development and implementation of any Northern Accord on oil and gas development in the Northwest Territories which is negotiated in accordance with the enabling agreement, dated September 5, 1988, between the Government of Canada and the Government of the Northwest Territories, or any other agreement under which jurisdiction over minerals, other than specified substances, may be transferred from the Government of Canada to the Government of the Northwest Territories.

23.6 LEGISLATION

23.6.1 Government shall consult the Táichô Government in relation to any proposed legislation which

- (a) regulates the exploration, development or production of minerals, other than specified substances, in Wek'eezhlii or that part of Mōwhi Gogha Dè Nīitá'ee within the Northwest Territories; or
 - (b) establishes requirements for issuance of mining rights in Wek'eezhlii or that part of Mōwhi Gogha Dè Nīitá'ee within the Northwest Territories.
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CHAPTER 24

FINANCIAL PAYMENTS

24.1 CAPITAL TRANSFER PAYMENTS

- 24.1.1 The Government of Canada shall make capital transfer payments to the Tàichô Government in accordance with the Capital Transfer Payments Schedule set out in part 1 of the appendix to this chapter.
- 24.1.2 The Government of Canada is discharged from all undertakings and obligations, if any, to the Tàichô First Nation in respect of the Norman Wells Proven Area.

24.2 NEGOTIATION LOANS REPAYMENTS

- 24.2.1 The Tàichô Government shall make negotiation loan repayments to the Government of Canada in accordance with the Negotiation Loans Repayments Schedule set out in part 2 of the appendix to this chapter.
- 24.2.2 The Government of Canada will set off and deduct from a payment made under 24.1.1 the amount of a repayment to be made under 24.2.1 on the same date.

24.3 LOANS AGAINST CAPITAL TRANSFER

- 24.3.1 At any time after the third anniversary of the effective date, the Tàichô Government may request a loan from the Government of Canada against the then unpaid balance of the capital transfer under 24.1.1.
 - 24.3.2 The Government of Canada, as represented by the Minister of Finance, may decide, at its discretion, whether to grant a request, under 24.3.1, for a loan. The Minister may negotiate the terms and conditions of a loan subject to the requirements in 24.3.3 to 24.3.6.
 - 24.3.3 The Tàichô Government shall pay, at the time of a loan under 24.3.2, an amount on any outstanding balance of negotiation loans referred to in 24.2.1 which will reduce the outstanding balance of those loans by the same proportion as the amount loaned under 24.3.2 bears to the unpaid balance of the capital transfer amounts payable under 24.1.1.
 - 24.3.4 The amount paid by the Tàichô Government under 24.3.3 shall be credited to the final payments set out in part 2 of the appendix to this chapter.
 - 24.3.5 The repayment schedule for a loan granted under 24.3.2 shall be sufficient to ensure that the unpaid balance of the capital transfer under 24.1.1, at the time of the loan request or at anytime thereafter, is no less than the total of the unpaid balances of the loans referred to in 24.2.1 and the loans granted under 24.3.2 and any administrative fees and interest payable.
 - 24.3.6 The Government of Canada may set off and deduct from a payment to be made under 24.1.1 the amount of a repayment due on the same date from the Tàichô Government in relation to a loan granted under 24.3.2.
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APPENDIX TO CHAPTER 24

PART 1 CAPITAL TRANSFER PAYMENTS SCHEDULE (24.1.1)

Note: The Capital Transfer Payments Schedule will be finalized by the effective date in accordance with the instructions hereunder.

<u>Date</u>	<u>Payment</u>
Effective date	SP ("P" means the provisional amount of the payment).
First anniversary of the effective date	SP x 2
Second anniversary of the effective date	SP x 3
.....	\$
.....	\$
.....	\$
14th anniversary of the effective date	SP x 15

Instructions for Finalizing Part 1 of the Appendix: Capital Transfer Payments Schedule

- In these Instructions,
 - "FDDIPI" means the Final Domestic Demand Implicit Price Index for Canada, series ¹, published regularly by Statistics Canada.
 - "final calculation date" means....²
 - "transition date" means the date which is 15 months after the final calculation date.
- On the final calculation date, each provisional amount entered in the Schedule by the date of the initialling of the Agreement will be adjusted by
 - multiplying it by the latest available quarterly FDDIPI at the final calculation date and dividing the product by the latest available quarterly FDDIPI on the date the provisional amount was calculated; and
 - if, the period between the date of the Agreement and the effective date exceeds 15 months, multiplying the amount resulting from (a) by

$$(1 + DR)^Y \times (1 + [DR \times d/365])$$
 where "DR" is ³,
 where "Y" is the number of complete years between the transition date and the final calculation date, and
 where "d" is the number of days remaining in the period between the transition date and the final calculation date, after deducting the complete years in that period that have been taken into account in the determination of "Y".

¹ To be completed, or process for completion to be added, before the approval under 4.2.1(a).

² To be completed, or process for completion to be added, before the approval under 4.2.1(a).

³ To be completed, or process for completion to be added, before the approval under 4.2.1(a).

PART 2 NEGOTIATION LOANS REPAYMENTS SCHEDULE (24.2.1; 24.3.4)

Note: The Negotiation Loans Repayments Schedule will be finalized by the effective date in accordance with the instructions hereunder.

<u>Date</u>	<u>Repayment</u>
Effective date	\$
First anniversary of the effective date	\$
Second anniversary of the effective date	\$
Third anniversary.....	\$
Fourth.....	\$
.....	

Instructions for Finalizing Part 2 of the Appendix:
Negotiation Loans Repayments Schedule

1. In these Instructions,

"final Total" means the Total set out in 2 increased by the amount of interest accrued between the date when the provisional amounts of the payments under 24.1.1 are calculated and the effective date.

"final calculation date" has the same meaning as in part 1 of the appendix to this chapter.
2. The amounts of the negotiation loans (principal plus accrued interest) to be repaid under 24.2.1, as at the date when the provisional amounts of the payments under 24.1.1 are calculated, are as follows:

Dogrib Treaty 11 Council negotiation loans	\$
Dene Nation negotiation loans (portion being 20.858 percent)	\$
Metis Association negotiation loans (portion being 20.858 percent)	\$_____
Total ⁴ \$	
3. By the effective date, the amount of each repayment will be inserted in this schedule, having been calculated on the basis of the following:
 - (a) a repayment shall be made on the effective date and on each anniversary thereof until the net present value of the repayments equals the final Total;
 - (b) each repayment other than the final repayment shall be equal to the amount of the payment to be made under 24.1.1 on the same date, and the last repayment shall be equal to the amount needed to retire the loans but not greater than the amount of the payment to be made under 24.1.1 on the same date; and
 - (c) the discount rate used in calculating the net present value in (a) shall be the rate described as "DR" in 2(b) of the Instructions to part 1 of the appendix to this chapter.

⁴ To be completed, or process for completion to be added, before the approval under 4.2.1(a).

CHAPTER 25
MINERAL ROYALTIES

25.1 SHARE OF MINERAL ROYALTIES

- 25.1.1 Government shall pay to the Tāichō Government, in relation to each calendar year, an amount equal to
- (a) 10.429 percent of the first \$2.0 million of mineral royalties received by government in that year; and
 - (b) 2.086 percent of any additional mineral royalties received by government in that year.
- 25.1.2 Amounts payable by government under this chapter shall be calculated on the basis of amounts due to and received by government in respect of minerals produced after the date of the Agreement.
- 25.1.3 Payments remitted to the Tāichō Government shall be in quarterly instalments.
- 25.1.4 Government shall annually provide to the Tāichō Government a statement indicating the basis on which mineral royalties were calculated for the preceding year.
- 25.1.5 On the request of the Tāichō Government, government shall request the Auditor General to verify the accuracy of the information in the annual statements.

25.2 CONSULTATION

- 25.2.1 Government shall consult with the Tāichō Government on any proposal specifically to alter by legislation the mineral royalty payable to government.
- 25.2.2 Where government consults outside government on any proposed changes to the fiscal regime which will affect the mineral royalty payable to government, it shall also consult with the Tāichō Government.
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CHAPTER 26

ECONOMIC MEASURES

26.1 PROGRAMS FOR ECONOMIC DEVELOPMENT

26.1.1 Government economic development programs in Wek'ëezhli shall take into account the following objectives:

- (a) that the traditional economy of the Tăichô First Nation should be maintained and strengthened; and
- (b) that the Tăichô First Nation should be economically self-sufficient.

26.1.2 To achieve the objectives in 26.1.1, government shall take such measures as it considers reasonable, in light of its fiscal responsibility and economic objectives, including:

- (a) support of the traditional economy of the Tăichô First Nation and of individual harvesters and promotion of the marketing of renewable resource products and native manufactured goods;
- (b) assistance in the development of commercially viable businesses and enterprises of the Tăichô Citizens, and when necessary, identification of possible sources of financial assistance;
- (c) provision of business and economic training and educational assistance to Tăichô Citizens so that they may be able to participate more effectively in the northern economy; and
- (d) encouragement of the employment of Tăichô Citizens in Wek'ëezhli, including employment in major projects and developments, in the public service and in public agencies. Accordingly, government shall prepare plans for the training and employment of Tăichô Citizens, including the development of measures to recognize the special need of Tăichô Citizens for pre-employment training in basic skills. Government shall review job qualifications and recruitment procedures to remove inappropriate requirements in respect of cultural factors, experience, or education.

26.1.3 Where government proposes economic development programs related to the objectives in 26.1.1, government shall consult with the Tăichô Government.

26.1.4 Government shall meet with the Tăichô Government not less than once every three years to review the effectiveness of programs relating to the objectives in 26.1.1 and the measures in 26.1.2.

26.2 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.2.1 Where government carries out public activities in Wek'ëezhli which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,

- (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems; and
 - (b) the Government of the Northwest Territories shall follow its preferential contracting policies, procedures and approaches intended to maximize local, regional and northern employment and business opportunities.
 - 26.2.2 The Government of the Northwest Territories shall consult with the Tāichō Government when developing modifications to its preferential contracting policies, procedures and approaches.
 - 26.2.3 When the Government of the Northwest Territories intends to carry out activities which give rise to employment and other economic opportunities and elects to enter into contracts with respect to those activities without going to public tender,
 - (a) where the activity will be on Tāichō lands, Tāichō entities or Citizens shall be given the first opportunity to negotiate such contracts, provided they satisfy all criteria, including any qualifications particular to the contract, and price; and
 - (b) where the activity will be in a Tāichō community, the Government of the Northwest Territories shall consult with the Tāichō community government to determine the most suitable corporation, business or person to achieve the financial, affirmative action, training and economic objectives of the activity.
 - 26.2.4 If there is no suitable corporation, business or person to achieve the financial, affirmative action, training and economic objectives of the activity referred to in 26.2.3(b), the Government of the Northwest Territories will proceed to another process such as a public tender call, a request for proposals or an invitational tender.
 - 26.2.5 In 26.2.3, "Tāichō entity" means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is
 - (a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Tāichō Citizens or the Tāichō Government;
 - (b) a co-operative controlled by Tāichō Citizens or the Tāichō Government;
 - (c) a sole proprietorship operated by a Tāichō Citizen; or
 - (d) a partnership in which at least 50 percent of the partners are Tāichō Citizens or the Tāichō Government.
 - 26.3 GENERAL
 - 26.3.1 It is intended that this chapter be implemented through programs and policies which are in place from time to time without imposing any additional financial obligation on government.
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CHAPTER 27

TAXATION

27.1 DEFINITIONS

27.1.1 The following definitions apply in this chapter.

"designated improvement" means, in relation to Tàichô lands and Tàichô community lands,

- (a) a residence of a Tàichô Citizen;
- (b) an improvement, all or substantially all of which is used for a public purpose or a purpose ancillary or incidental to the public purpose including, but not limited to,
 - (i) a public governance or administration building, public meeting building, public hall, public school or other public educational institution, teacher's residence, public library, public health facility, public care facility, public seniors home, public museum, place of public worship, manse, fire hall, police facility, court, correction facility, public recreation facility, public park or an improvement used for Tàichô cultural or spiritual purposes, or
 - (ii) a work of public convenience constructed or operated for the benefit of the Tàichô Government, a Tàichô community government, occupiers of Tàichô lands or Tàichô community lands or persons visiting or in transit through Tàichô lands or Tàichô community lands, including a public utility work, a public work used to treat or deliver water or as part of a public sewer system, a public road, a public bridge, a public drainage ditch, traffic signals, street lights, a public sidewalk, and a public parking lot; and
- (c) an improvement that is used primarily for the management, protection or enhancement of a natural resource, other than an improvement that is used primarily in harvesting or processing a natural resource for profit.

"federal *Income Tax Act*" means the *Income Tax Act*, R.S. 1985 (5th supp), c. 1.

"*Income Tax Act*" means the federal *Income Tax Act* and the territorial *Income Tax Act*, R.S.N.W.T. 1988, c.I-1.

"Tàichô capital" means

- (a) the capital transfer payments made under 24.1.1;
 - (b) any money loaned under 24.3;
 - (c) payments made under 25.1.1 up to an aggregate maximum of \$4.172 million;
 - (d) implementation payments made under the Implementation Plan;
 - (e) payments for training made under 5.3;
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- (f) payments made under 9.7.1; and
 - (g) all other cash assets and liabilities transferred to, or recognized as owned by, the Tăichô Government under the Agreement.
 - 27.1.2 In the definition of "designated improvement" in 27.1.1, "public" does not include the provision of property or services primarily for the purpose of profit.
 - 27.1.3 Subject to 27.1.2, in the definition of "designated improvement" in 27.1.1, "public" includes a purpose related solely to the Tăichô First Nation or the Tăichô Government.
 - 27.2 LEGISLATION
 - 27.2.1 Nothing in the Agreement or in the settlement legislation, except any provision giving effect to the taxation agreement referred to in 27.5.1, limits any entitlement of the Tăichô Government to any taxation benefit available to it under any other legislation.
 - 27.3 TĂICHÔ LANDS AND TĂICHÔ CAPITAL
 - 27.3.1 No tax or other similar charge is payable by the Tăichô Government in relation to
 - (a) the recognition of ownership of Tăichô lands by the Tăichô Government under 18.1.1 or the acquisition by it of lands that, upon acquisition, become Tăichô lands; or
 - (b) the receipt by the Tăichô Government of Tăichô capital.
 - 27.3.2 No tax or other similar charge is payable by the Tăichô Government in respect of its interest in Tăichô lands on which there is no improvement or on which there is no improvement other than a designated improvement.
 - 27.3.3 27.3.2 does not affect the taxation of a person, other than the Tăichô Government, in respect of an interest in Tăichô lands.
 - 27.3.4 No capital gains tax applies in respect of compensation received by the Tăichô Government for Tăichô lands expropriated in accordance with chapter 20 or conveyed under 18.1.7(b).
 - 27.3.5 For the purpose of the *Income Tax Act*, Tăichô land will be deemed to have been acquired by the Tăichô Government on the date the land became Tăichô land, at a cost equal to its fair market value on that date.
 - 27.4 TĂICHÔ COMMUNITY LANDS AND OTHER ASSETS
 - 27.4.1 No tax or other similar charge is payable by a Tăichô community government in relation to all land, cash, other assets and liabilities transferred to, or recognized as owned by, a Tăichô community government under the Agreement.
 - 27.4.2 No tax or other similar charge is payable by the Tăichô community government in respect of its interest in Tăichô community lands on which there is no improvement or on which there is no improvement other than a designated improvement.
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27.4.3 27.4.2 does not affect the taxation of a person, other than the Táichô community government, in respect of an interest in Táichô community lands.

27.4.4 No capital gains tax applies in respect of compensation received by the Táichô community government for Táichô community lands expropriated in accordance with 9.3.

27.4.5 For the purpose of the *Income Tax Act*, Táichô community lands will be deemed to have been acquired by the Táichô community government on the date the land became Táichô community land, at a cost equal to its fair market value on that date.

27.5 TAXATION AGREEMENTS

27.5.1 On or before the approval of the Agreement under 4.2.1(a), the Parties shall sign an agreement in relation to the tax treatment of the Táichô Government, Táichô corporations and Táichô capital trusts. The settlement legislation shall include provisions giving effect to this taxation agreement.

27.5.2 From time to time, at the request of the Táichô Government, government may enter into negotiations and attempt to conclude a taxation agreement with the Táichô Government in relation to the following matters:

(a) the manner in which taxation by the Táichô Government will be coordinated with existing federal and territorial tax systems; and

(b) the extent to which the Táichô Government may enact laws for the direct taxation of persons on Táichô lands or in Táichô communities who are not Táichô Citizens.

27.5.3 It is an objective that, in negotiating a taxation agreement referred to in 27.5.2, the Parties be guided by their commitment to an effective central government in the Northwest Territories with the ability

(a) to continue to deliver its programs and services to all residents of the Northwest Territories; and

(b) to effect economic and fiscal policies on a territory-wide basis.

27.5.4 A taxation agreement referred to in 27.5.1 or 27.5.2 does not form part of the Agreement.

27.6 AGREEMENTS FOR EQUIVALENT BENEFITS

27.6.1 Where government provides, in legislation or in or under a land claims agreement or a self-government agreement, tax powers or exemptions to another Aboriginal group in the Northwest Territories that are of greater benefit to that group than those provided to the Táichô First Nation or the Táichô Government by this chapter or by chapter 7 or by a taxation agreement referred to in 27.5, government, at the request of the Táichô Government, will negotiate and make best efforts to reach an agreement with the Táichô Government to provide equivalent benefits for the Táichô First Nation, taking into account the particular circumstances of the other Aboriginal group.

